



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, FEBRUARY 10, 2015 - 6:30 P.M.**

*As a courtesy to those in attendance, the City of Stanton respectfully requests that all cell phones, pagers and/or electronic devices be turned off or placed on silent mode while the meeting is in session. Thank you for your cooperation*

**IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE CITY CLERK AT (714) 379-9222. NOTIFICATION BY 9:00 A.M. ON MONDAY, FEBRUARY 9, 2015 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.**

*Supporting, descriptive documentation for agenda items, including staff reports, is available for review in the City Clerk's Office and on the City web site at [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us).*

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

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

**4. CLOSED SESSION**

**4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Pursuant to Government Code Section 54956.9(a))**

Donald Sipple, et al. v. The City of Alameda, California, et al.,  
Los Angeles Superior Court Case No. 462270

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

**6. ROLL CALL** Agency/Authority Member Ramirez  
Agency/Authority Member Shawver  
Agency/Authority Member Warren  
Vice Chairman Donahue  
Chairman Ethans

**7. PLEDGE OF ALLEGIANCE**

**8. SPECIAL PRESENTATIONS AND AWARDS**

1. Presentation of Certificate of Recognition honoring Mr. Ed Royce, Sr. as Veteran of the Month for the month of February 2015.
2. Commendation recognizing Firefighter Paramedic Donovan George for his recent lifesaving efforts on board an airplane.

**9. CONSENT CALENDAR**

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

**CONSENT CALENDAR**

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

**RECOMMENDED ACTION:**

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

**9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated January 22, January 29, and February 10, 2015, in the amount of \$238,238.80.

**9C. APPROVAL OF MINUTES**

1. City Council approve Minutes of Special Meeting – January 24, 2015.
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – January 27, 2015.

**9D. GENERAL PLAN ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2014**

The General Plan Annual Progress Report for Calendar Year 2014 for the City of Stanton is being presented to the City Council for its consideration as required by State Law.

**RECOMMENDED ACTION:**

City Council receive and file General Plan Annual Progress Report, and authorize submittal to the Governor's Office of Planning and Research and the State Housing and Community Development Department.

#### **9E. AGREEMENT WITH WHITE NELSON DIEHL EVANS**

The City is recommending adding two option years to the existing contract with White Nelson Diehl Evans for auditing services.

##### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).
2. Authorize the City Manager to sign the Agreement for Consultant Services with White Nelson Diehl Evans.

#### **9F. AGREEMENT WITH SPRINGBROOK**

In order to move from Springbrook Version 6 to Springbrook Version 7, a migration agreement needs to be approved.

##### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).
2. Authorize the City Manager to sign the Springbrook V6 to V7 Migration Proposal for the City of Stanton.



**9G. AWARD OF A CONSTRUCTION CONTRACT FOR THE CITYWIDE CATCH BASIN ENVIRONMENTAL CLEANUP PROGRAM PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The Orange County Transportation Authority (OCTA) has awarded the City of Stanton with \$120,000 in grant funds to purchase and install catch basin filter devices. Staff recommends that the firm Bio Clean Environmental Services be retained to purchase and install these devices.

**RECOMMENDED ACTION:**

1. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. City Council accept the Measure M2 Environmental Cleanup grant funding in the amount of \$120,000; and
3. Authorize budget adjustment 2015-16 in the amount of \$120,000; and
4. Authorize the use of the County of Orange Master Agreement MA-080-11011795 with Bio Clean Environmental Services, Inc. to purchase and install catch basin filter devices; and
5. Award a construction contract for the Citywide Catch Basin Environmental Cleanup Program (ECP) Project to Bio Clean Environmental Services, Inc. for the amount of \$107,533.44; and
6. Authorize the City Manager to bind the City of Stanton and Bio Clean Environmental Services, Inc. in a contract for the construction of the Citywide Catch Basin ECP Project; and
7. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

**END OF CONSENT CALENDAR**

**10. PUBLIC HEARINGS**

**10A. PERMIT PARKING CONSIDERATION FOR ASBURY AVENUE AND MIDDLESEX DRIVE**

The City has received a petition to establish a permit parking area for Asbury Avenue and Middlesex Drive. The petition is submitted for City Council consideration.

**RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare that this project is not subject to the California Environmental Quality Act (CEQA) because it is not a "project" as defined by CEQA pursuant to Section 15378(b)(5); and
3. Adopt Resolution No. 2015-05 establishing a 24-hour permit parking area for Asbury Avenue and Middlesex Drive.

**11. UNFINISHED BUSINESS            None.**

**12. NEW BUSINESS**

**12A. APPROVAL OF AN AGREEMENT REGARDING EXPENDITURE OF EXCESS BOND PROCEEDS BETWEEN THE STANTON SUCCESSOR AGENCY AND THE CITY OF STANTON**

Staff is recommending the City Council and Successor Agency approve an agreement to allow for the expenditure of former Stanton Redevelopment Agency bond funds for the construction of Stanton Central Park.

**RECOMMENDED ACTION:**

1. That the City Council and Successor Agency declare that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15378 (b)(4); and
2. That the City Council adopt Resolution No. 2015-08 approving an Agreement Regarding Expenditure of Excess Bond Proceeds between the Stanton Successor Agency and the City of Stanton; and
3. That the Successor Agency adopt Resolution No. 2015-01 approving an Agreement Regarding Expenditure of Excess Bond Proceeds between the Stanton Successor Agency and the City of Stanton.

**12B. APPROVAL AND TRANSMITTAL OF RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE (ROPS) 15-16A AND ADMINISTRATIVE BUDGET PURSUANT TO SECTION 34169(H) OF CALIFORNIA HEALTH & SAFETY CODE FOR THE PERIOD OF JULY THROUGH DECEMBER 2015**

This report summarizes the obligations of the Successor Agency under AB x1 26 and AB 1484 to draft Recognized Obligation Payment Schedules (ROPS) and corresponding administrative budgets to be implemented in six-month periods. Staff recommends the Successor Agency adopt the attached resolutions approving ROPS 15-16A and the Successor Agency's administrative budget for the period July through December 2015.

**RECOMMENDED ACTION:**

1. That the Successor Agency of the former Stanton Redevelopment Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4); and
2. Adopt Resolution No. SA 2015-02 to approve the Recognized Obligation Payment Schedule (ROPS) No. 15-16A for the period July 1, 2015 through December 31, 2015; and
3. Adopt Resolution No. SA 2015-03 to approve the Successor Agency's administrative budget for the period July 1, 2015 through December 31, 2015; and
4. Authorize Staff to convey a copy of the Successor Agency-approved ROPS for July through December 2015 to the Stanton Oversight Board of the Successor Agency of the Stanton Redevelopment Agency and such other agencies as are required by law.

### **13. ORAL COMMUNICATIONS - PUBLIC**

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

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

### **14. WRITTEN COMMUNICATIONS                      None.**

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

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

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

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

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

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

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

Currently Scheduled:       None.

**15D. CONSIDERATION OF INCREASES TO THE CITY'S ADMINISTRATIVE CITATION FINES**

At the January 13, 2015 City Council meeting, Council Member Shawver requested a discussion on the possible increase of administrative citation fines for massage establishments.

**RECOMMENDED ACTION:**

Read and file staff report and provide direction to staff.

**15E. REVIEW OF STOP SIGN ANALYSIS AT THE INTERSECTION OF LOLA AVENUE AND SHERRILL STREET, CITY OF STANTON, CALIFORNIA**

The City Council and residents have requested that the need for Stop signs be reviewed on Lola Avenue at Sherrill Street. The City's consulting traffic engineer had previously reviewed the appropriateness of the proposed Stop signs based on the California Manual on Uniform Traffic Control Devices. After reviewing this report, the City Council can decide whether or not to install these signs.

**RECOMMENDED ACTION:**

1. City Council review the Stop Sign Analysis at the intersection of Lola Avenue and Sherrill Street by Hartzog & Crabill, Inc.; and
2. Determine whether sufficient warrants exist for the installation of the Stop signs; and
3. Declare this project to be categorically exempt under the California Environmental Quality Act, Section 15304, Class 4 (Minor Alterations to Land); and
4. Authorize the City staff to install signs the City Council approves.

**15F. CITY OF STANTON 60<sup>TH</sup> ANNIVERSARY COMMITTEE**

The 60<sup>th</sup> Anniversary of the incorporation for the City of Stanton is slated for 2016. Staff is currently creating an advisory committee to assist with the coordination and implementation of a year-long array of community celebrations commemorating this historic occasion.

**RECOMMENDED ACTION:**

City Council review and provide direction on proposed committee structure for Stanton's 60<sup>th</sup> Anniversary Committee.

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

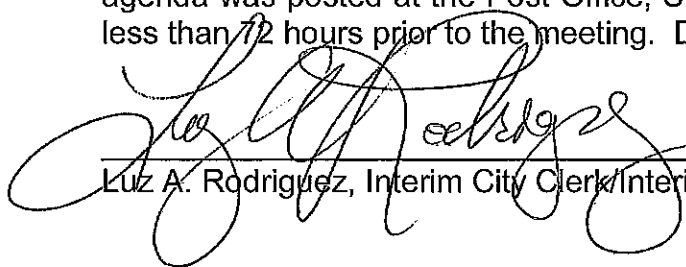
**17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

**17A. ORANGE COUNTY FIRE AUTHORITY**

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

**18. ADJOURNMENT** to Tuesday, February 17, 2015, 5:00 p.m. for a Regular Adjourned City Council Meeting

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 5<sup>th</sup> day of February, 2015.



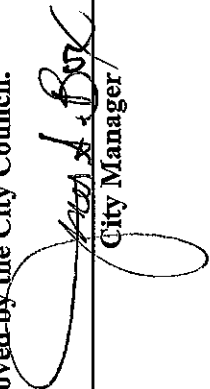
\_\_\_\_\_  
Luz A. Rodriguez, Interim City Clerk/Interim Secretary

**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**

January 22, 2015	\$25,807.43
January 29, 2015	\$128,328.39
February 10, 2015	\$84,102.98

\$238,238.80
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Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.

  
City Manager

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

  
Administrative Services Director

# DRAFT

## MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING JANUARY 24, 2015 (10902 DATE STREET, STANTON, CA 90680)

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 9:05 a.m. by Mayor Ethans.

3. **PLEDGE OF ALLEGIANCE**

Led by Thomas Suazo.

4. **ROLL CALL**

Present: Council Member Ramirez, Council Member Shawver, Council Member Warren, and Mayor Ethans.

Absent: Mayor Pro Tem Donahue.

Excused: None.

### SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

5A. **DISCUSSION REGARDING COMMUNITY AND RESIDENT COMMENTS**

Presentations and discussions by City Council, staff and residents.

6. **ADJOURNMENT** Motion/Second: Ethans/  
Motion carried at 10:15 a.m.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



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### **MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON REGULAR JOINT MEETING JANUARY 27, 2015**

**1. CLOSED SESSION** None.

**2. CALL TO ORDER**

The meetings were called to order at 6:32 p.m. by Mayor/Chairman Ethans.

**3. ROLL CALL**

Present: Council/Agency/Authority Member Shawver, Council/Agency/Authority Member Warren, Mayor Pro Tem/Vice Chairman Donahue and Mayor/Chairman Ethans

Absent: None.

Excused: Council/Agency/Authority Member Ramirez.

**4. PLEDGE OF ALLEGIANCE**

Led by Ms. Victoria Ramirez, Stanton Youth Committee Vice Chair.

**5. SPECIAL PRESENTATIONS AND AWARDS**

The members of the Stanton Youth Committee were introduced by Community Services Director Julie S. Roman, were recognized by the City Council, and received a City pin in appreciation for providing dedicated service to the City of Stanton.

**6. CONSENT CALENDAR**

Council Member Shawver pulled items 6F and 6G pulled from the Consent Calendar for separate discussion.

Motion/Second: Shawver/Warren

Motion to approve the balance of the Consent Calendar passed by the following vote:

AYES: 4 (Donahue, Ethans, Shawver and Warren)

NOES: None

ABSENT: 1 (Ramirez)

ABSTAIN: None

The City Council/Agency Board/Authority Board approved the following Consent Calendar items:

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## **CONSENT CALENDAR**

**6A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED**

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

**6B. APPROVAL OF WARRANTS**

City Council approved demand warrants dated January 8, January 15, and January 27, 2015, in the amount of \$1,065,969.01.

**6C. APPROVAL OF MINUTES**

City Council/Agency/Authority Board approved Minutes of Special Joint Meeting – January 13, 2015 and Special Meeting – January 20, 2015.

**6D. OCTOBER 2014 INVESTMENT REPORT**

The Investment Report as of December 31, 2014 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

City Council received and filed the Investment Report for the month of December 2014.

**6E. OCTOBER 2014 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of December 31, 2014 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

Successor Agency received and filed the Investment Report for the month of December 2014.

**6H. AMENDMENT TO JOINT AGREEMENT FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATION SYSTEM**

This Amendment addresses the estimated cost of system extension and commitment on the part of the City regarding the implementation and funding obligations for the 800 MHz Countywide Coordinated Communications System (CCCS) backbone and cost-sharing allocations.

City Council approved and authorized the City Manager to execute the Amendment to the Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System (CCCS).

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## **END OF CONSENT CALENDAR**

### **6F. AWARD OF CONSTRUCTION CONTRACT FOR THE THUNDERBIRD LANE SEWER AND STREET IMPROVEMENTS PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The bid for the Thunderbird Lane Sewer and Street Improvements Project was opened on January 5, 2015. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by GRFCO, Inc. to be responsible and responsive.

The construction cost for the Thunderbird Lane Sewer and Street Improvements Project is estimated at \$530,500.00, which includes a 10-percent contingency and 10-percent construction management services.

Council Member Shawver requested further clarification on the extent of this project and the use of tax money to fund these improvements.

Motion/Second: Shawver/Warren  
Motion carried by the following vote:

AYES: 4 (Donahue, Ethans, Shawver, Warren)  
NOES: None  
ABSTAIN: None  
ABSENT: 1 (Ramirez)

1. City Council approved the plans and specifications for the Thunderbird Lane Sewer and Street Improvements Project; and
2. Awarded a construction contract for the Thunderbird Lane Sewer and Street Improvements Project to the lowest responsible bidder, GRFCO, Inc., for the amount of \$442,071.80; and
3. Authorized the City Manager to bind the City of Stanton and GRFCO, Inc. in a contract for the construction of the Thunderbird Lane Sewer and Street Improvements Project; and
4. Declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
5. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

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### **6G. AGREEMENT WITH HINDERLITER, DE LLAMAS & ASSOCIATES**

Hinderliter, de Llamas & Associates (HdL) has been the City's sales and property tax consultants for decades. With Stanton voters' recent establishment of a transactions and use tax, staff would also like to use HdL as a consultant in this area. As a consultant, HdL would be an authorized representative of the City with the Board of Equalization. In addition, HdL would be authorized to conduct audits to determine if appropriate amounts of transactions and use tax have been remitted to the City.

Council Member Shawver requested clarification on the Consideration to be paid to the Contractor as outlined in the agreement and whether there was a limit to that Consideration. Council Member Shawver also requested clarification on whether the City could potentially terminate this contract, without excessive legal binding, in the unlikely event that it were necessary.

Council Member Warren requested that staff research other contractors that may be able to provide the same services.

Motion/Second: Shawver/Warren  
Motion carried by the following vote:

AYES: 4 (Donahue, Ethans, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: 1 (Ramirez)

1. City Council found that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Authorized the City Manager to sign the Agreement for Transactions Tax Audit and Information Services with HdL; and
3. Adopted Resolution No. 2015-07 authorizing examination of transactions and use tax records.

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### **7. PUBLIC HEARINGS**

#### **7A RESOLUTION 2015-01 DECLARING THE CITY'S INTENTION TO AUTHORIZE UNDERGROUND INSTALLATION OF OVERHEAD UTILITY WIRES AND RELATED FACILITIES AND TO ESTABLISH AN UNDERGROUND UTILITY DISTRICT ON BEACH BOULEVARD FROM GARDEN GROVE BOULEVARD TO LAMPSON AVENUE**

A resolution was needed to set a hearing date and time for the Council to determine whether the public necessity, health, safety or welfare requires the removal of utility poles, overhead wires and associated overhead structures and the underground installation of wires and facilities supplying electric, communication, or similar or associated service within the area of the City, in general being along both sides of Beach Boulevard from Garden Grove Boulevard to Lampson Avenue.

The public hearing was opened.

No one appearing to speak, the public hearing was closed.

Motion/Second: Warren/Donahue

#### **ROLL CALL VOTE:**

Council Member Ramirez	ABSENT
Council Member Shawver	AYE
Council Member Warren	AYE
Mayor Pro Tem Donahue	AYE
Mayor Ethans	AYE

Motion carried:

1. City Council declared that the project is exempt from CEQA per section 15302, Class 2(d), conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding; and
2. Adopted Resolution 2015-01 of the City Council of the City of Stanton, California, declaring its intention to establish an Underground Utility District along both sides of Beach Boulevard from Garden Grove Boulevard to Lampson Avenue.

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### **8. UNFINISHED BUSINESS**

#### **8A. APPROVAL OF ORDINANCE NO. 1032**

This Ordinance was introduced at the regular City Council meeting of January 13, 2015.

City Clerk read the title of Ordinance No. 1032, entitled:

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING CHAPTER 5.16, ARTICLE I (MASSAGE ESTABLISHMENTS), SECTION 20.215.020 (COMMERCIAL ZONES), SECTION 20.320.030 (OFF-STREET PARKING), SECTION 20.400.190 (MASSAGE ESTABLISHMENTS) AND SECTION 20.620.060 (NONCONFORMING USES) OF THE STANTON MUNICIPAL CODE AND DELETING CHAPTER 5.16, ARTICLE II (MASSAGE TECHNICIANS) FROM THE STANTON MUNICIPAL CODE"**

Motion/Second: Shawver/Donahue

#### **ROLL CALL VOTE:**

Council Member Ramirez	ABSENT
Council Member Shawver	AYE
Council Member Warren	AYE
Mayor Pro Tem Donahue	AYE
Mayor Ethans	AYE

Motion carried:

1. City Council declared that the proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and
2. Adopted Ordinance No. 1032.

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### **9. NEW BUSINESS**

#### **9A. CYPRESS COLLEGE AMERICANA AWARDS DINNER**

City Council considered purchasing a table at the Cypress College Americana Awards Dinner scheduled for Saturday, February 28, 2015 in the Grand Ballroom of the Disneyland Hotel at a cost of \$2,500.00. This awards dinner honors the Citizen of the Year from surrounding communities. This year, Mr. and Mrs. Joel Greer have been selected and will be honored as the City of Stanton's Citizen of the Year.

Motion/Second: Shawver/Donahue

#### **ROLL CALL VOTE:**

Council Member Ramirez	ABSENT
Council Member Shawver	AYE
Council Member Warren	AYE
Mayor Pro Tem Donahue	AYE
Mayor Ethans	AYE

Motion carried:

City Council directed staff to purchase a table at the Cypress College Americana Awards Dinner scheduled for Saturday, February 28, 2015 in the Grand Ballroom of the Disneyland Hotel at a cost of \$2,500.00.

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### **9B. REVIEW OF STOP SIGN ANALYSIS AT THE INTERSECTION OF LOLA AVENUE AND WASCO ROAD, CITY OF STANTON, CALIFORNIA**

Residents have requested that Stop signs be installed on Lola Avenue at Wasco Road due to safety concerns. The City's consulting traffic engineer has reviewed the appropriateness of the proposed Stop signs based on the California Manual on Uniform Traffic Control Devices. After reviewing this report, the City Council can decide whether or not to install any signs.

Victor Barrios, Wasco Road, Stanton, spoke in support of the installation of Stop signs at the intersection of Lola Avenue and Wasco Road as presented in the staff report.

Irene Duran, Lola Avenue, Stanton, spoke regarding driving conditions in this neighborhood and requested that Council also consider the intersection of Lola Avenue and Macduff Street for placement of Stop signs.

Jim Nelson, MacDuff Street, Stanton, requested that Council also consider the intersection of Lola Avenue and Macduff Street for placement of Stop signs.

Motion/Second: Warren/Shawver  
Motion carried by the following vote:

AYES: 4 (Donahue, Ethans, Shawver, Warren)  
NOES: None  
ABSTAIN: None  
ABSENT: 1 (Ramirez)

1. City Council reviewed the Stop Sign Analysis at the intersection of Lola Avenue and Wasco Road by Hartzog & Crabill, Inc.; and
2. Determined that sufficient warrants existed for the installation of the Stop signs at the intersection of Lola Avenue and Wasco Road due to the visibility impairment and safety issues based on the testimony presented and staff's report; and
3. Declared this project to be categorically exempt under the California Environmental Quality Act, Section 15304, Class 4 (Minor Alterations to Land); and
4. Authorized City staff to install three signs at the intersection of Lola Avenue and Wasco Road; and
5. Directed staff to research additional locations along Lola Avenue that would also have sufficient warrants for Stop sign placement to be presented to Council for consideration.



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### **10. ORAL COMMUNICATIONS – PUBLIC**

Robert Friedman, Wasco Road, Stanton, spoke regarding the lack of cross-traffic visibility at the bike crossing on Lola Ave.

Jesse Becerra, Wasco Road, Stanton, commended the City Council on their approval of Stop Sign placement at the intersection of Lola Avenue and Wasco Road.

### **11. WRITTEN COMMUNICATIONS                      None.**

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

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

Council Member Shawver requested that staff place a bike crossing sign next to the bike crossing on Lola Ave.

Council Member Warren requested that staff also look into the possibility of installing flashing ground lights next to the bike crossing on Lola Ave.

Mayor Ethans reported on his attendance at the Los Alamitos State of the City Luncheon with Council Member Shawver and City Manager Box.

Council Member Warren reported on the Special City Council Neighborhood Meeting on Saturday, January 24, 2015.

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

Mayor Ethans requested to agendaize discussion regarding the establishment of a 60<sup>th</sup> Anniversary Committee.

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

None.

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

None.

### **14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

None.

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### **14A. ORANGE COUNTY SHERIFF'S DEPARTMENT**

Lieutenant Jim England provided the City Council with an update on their current operations.

### **15. ADJOURNMENT** Motion/Second: Ethans/ Motion carried at 7:46 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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INTERIM CITY CLERK/INTERIM SECRETARY

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** February 10, 2015

**SUBJECT: GENERAL PLAN ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2014**

### **REPORT IN BRIEF:**

The attached General Plan Annual Progress Report for Calendar Year 2014 for the City of Stanton is being presented to the City Council for its consideration as required by State Law.

### **RECOMMENDED ACTION:**

Receive and file General Plan Annual Progress Report, and authorize submittal to the Governor's Office of Planning and Research and the State Housing and Community Development Department.

### **BACKGROUND:**

State law requires the preparation and submittal of an annual progress report to the City Council, the Governor's Office of Planning and Research (OPR) and the State Housing and Community Development Department (§ 65400(b)) by April 1<sup>st</sup> of each year. The purpose of the report is to provide the City Council and the state agencies with information on progress towards implementing the General Plan in accordance with adopted goals, policies and action items. It is for the purposes of meeting these requirements that this document has been prepared and submitted.

### **ANALYSIS/JUSTIFICATION:**

The Progress Report contains a summary of actions that occurred during Calendar Year 2014. Further analysis and background of the issues are covered in more detail in the attached "Progress Report." Beginning this year, the State Housing and Community Development Department began requiring the report to be prepared electronically. As such, the formatting of the document has been changed from previous years.

The report has been streamlined by the Department of Housing and Community Development, and the focus has been limited to Housing Element reporting requirements. Specifically, the report identifies the number of housing units constructed; any efforts made to implement the Housing Element goals and policies; and a discussion on the efforts made to produce affordable housing projects in the City.

In Calendar Year 2014, a total of 32 housing units were constructed in the above-moderate category. This equates to approximately 23% of the total RHNA need for above-moderate housing production in the current cycle.

In regards to efforts made on the production of affordable housing, the Department of Finance has released the Tina/Pacific properties, and the City is now able to move forward with the redevelopment project. The City is currently in the process of entering into a contract with an affordable housing developer to complete the purchase of the remaining properties, relocate the tenants, and construct the project.

The Planning Commission reviewed the report at their February 4, 2015 meeting and recommends City Council approval.

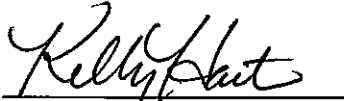
**FISCAL IMPACT:**

There is no fiscal impact to the City.

**PUBLIC NOTIFICATION:**

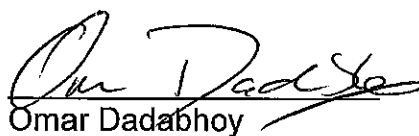
Through the regular agenda process.

Prepared By:



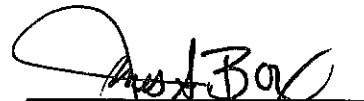
Kelly Hart  
Associate Planner

Reviewed by:



Omar Dadabhoy  
Community & Economic  
Development Director

Approved by:



James A. Box  
City Manager

**Attachments:**

A. General Plan Annual Progress Report for Calendar Year 2014

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction	STANTON
Reporting Period	01/01/2014 - 12/31/2014

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the "Final" button and clicking the "Submit" button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

Governor's Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202 )

Jurisdiction STANTON

Reporting Period 01/01/2014 - 12/31/2014

Table A

Annual Building Activity Report Summary - New Construction  
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information		4				5	5a	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions
(9) Total of Moderate and Above Moderate from Table A3										
(10) Total by Income Table A/A3			0	0	0	32				
(11) Total Extremely Low-Income Units*			0							

\* Note: These fields are voluntary

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction STANTON  
 Reporting Period 01/01/2014 - 12/31/2014

**Table A2**  
**Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Vary Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

\* Note: This field is voluntary

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction STANTON

Reporting Period 01/01/2014 - 12/31/2014

**Table A3**  
**Annual building Activity Report Summary for Above Moderate-Income Units**  
**(not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for <b>Moderate</b>	0	0	0	0	0	0	0
No. of Units Permitted for <b>Above Moderate</b>	32	0	0	0	0	32	32

\* Note: This field is voluntary



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202 )

Jurisdiction STANTON  
 Reporting Period 01/01/2014 ~ 12/31/2014

**Table B**  
**Regional Housing Needs Allocation Progress**  
 Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	68	0	0	0	0	0	0	0	0	0	0	68
	Non-Restricted		0	0	0	0	0	0	0	0	0	0	
Low	Deed Restricted	49	0	0	0	0	0	0	0	0	0	0	49
	Non-Restricted		0	0	0	0	0	0	0	0	0	0	
Moderate		56	0	0	0	0	0	0	0	0	0	0	56
Above Moderate		140	2	32	0	0	0	0	0	0	-	34	106
Total RHNA by COG. Enter allocation number:		313											
Total Units			2	32	0	0	0	0	0	0	0	34	
Remaining Need for RHNA Period			▲	▲	▲	▲	▲	▲	▲	▲	▲	34	279

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202 )

Jurisdiction STANTON  
 Reporting Period 01/01/2014 - 12/31/2014

Table C

### Program Implementation Status

Program Description (By Housing Element Program Names)	Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
<b>Housing Programs Progress Report - Government Code Section 65583.</b> Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.				
Policy Area #2 Rehabilitation of Existing Housing Stock: Maintain a housing stock that is conserved in a sound, safe and sanitary condition.		Pursue funding for maintenance and rehabilitation of housing stock, engage in code enforcement activities, and identify partnerships to assist in acquisition and rehabilitation of existing housing units.	On-going	The City has continued a proactive code enforcement program to ensure building safety and integrity of residential neighborhoods. In conjunction with non-profit entities, the City has been able to renovate City owned rental units for the use of transitional housing. In addition, the City is also working on identifying funding sources through the Housing Authority to develop new programs to assist in rehab of low income households.
Policy Area #3 Preservation and Conservation: conservation of the housing stock and preservation of housing opportunities for Stanton's residents		Ensure long term affordability of housing units.	On-going	The City has continued its monitoring of at risk affordable housing units. The earliest conversion of any affordable housing units in the city is November 2022.
Policy Area #4 Increasing Access to Housing Opportunity: Encourage access to decent and suitable housing opportunities for all Stanton residents.		Promote homeownership opportunities, address the needs of the homeless population, provide opportunities for the development of housing for large families, provide opportunities for housing for persons with disabilities, promote fair housing standards, and provide opportunities for development of extremely low-income households.	On-going	On May 28, 2013, the City of Stanton adopted a new zoning code update. Through the zoning code process, the City has complied with SB2, adopted reasonable accommodation regulations, and revise the definition of "family". In addition, to support large family developments, the City has incentivized construction of homes for large families through the amenity incentives program. A proposed residential project may be allowed to develop up to the maximum applicable density threshold if the project meets previously established amenity options incentives. These incentives defined include development of homes for large families.

Policy Area #5 Expanding Outreach: Increase awareness of and participation in housing programs.	Increase awareness of and participation in housing programs, and consolidate and disseminate information.	On-going	The City has continued to regularly develop forms of comprehensive information resources regarding housing projects, programs, policies, available funding, technical assistance and other related items through appropriate delivery means (i.e. information packets, City webpage, cable TV channel, reader board sign, workshop meetings, etc.). However, the amount of resources and available funding has significantly decreased with the dissolution of the Redevelopment Agencies. The City has researched available funding through different County, State and Federal sources and directs residents to those sources when requested.
Policy Area #6 Sustainability: Promote a housing stock that is energy and water efficient and implement sustainable strategies	Promote energy conservation, and green building techniques for residential construction and rehabilitation projects, and encourage energy-efficient design and appliances,	On-going	When new construction, expansion, or rehabilitation projects are proposed, the City ensures that the minimum Green Building standards are met. In addition, the City directs applicants to available funding for installation of energy efficient appliances. Finally, the City has been issued a grant from SCAG to provide an educational program to the City's residents and business owners about sustainability. The program is set to begin in the first quarter of 2015.
Policy Area #6 Sustainability: Promote a housing stock that is energy and water efficient and implement sustainable strategies	Promote energy conservation, and green building techniques for residential construction and rehabilitation projects, and encourage energy-efficient design and appliances,	On-going	When new construction, expansion, or rehabilitation projects are proposed, the City ensures that the minimum Green Building standards are met. In addition, the City directs applicants to available funding for installation of energy efficient appliances. Finally, the City has been issued a grant from SCAG to provide an educational program to the City's residents and business owners about sustainability. The program is set to begin in the first quarter of 2015.
Policy Area #1 Production of New Housing: Provide for a housing stock of sufficient quantity composed of a variety and range of types and costs.	Expedite project review, revise fees, streamline process, encourage mixed-use and infill development, promote quality multifamily design, maximize the development potential of vacant and underutilized land, and redevelop the Tinal/Pacific neighborhood.	On-going	The City adopted the updated General Plan allowing for mixed-use development along the city's major arterials of Beach Boulevard and Katella Avenue. In addition, by implementing the mixed-use designations the city has increased the amount of acreage available for residential development by 263.5 acres. With the adoption of the new zoning code, the City developed regulations to enhance multifamily housing design, to include additional outdoor open space, higher parking ratios, and additional amenities. The City has also made efforts towards the redevelopment of the Tinal/Pacific neighborhood. With the release of the properties from the Department of Finance, the City is now able to move forward with a chosen developer to continue the acquisition process, relocate the tenants, and begin the entitlement process for the project. Finally, the City has also made efforts to streamline the processing of entitlements for new housing construction and has reduced processing times by almost 50%.

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction	STANTON
Reporting Period	01/01/2014 - 12/31/2014

### General Comments:

#### Progress Towards Developing Affordable Housing

The City has focused on a neighborhood with one of the highest crime rates and highest population densities for redevelopment and future construction of affordable housing. The Tina/Pacific neighborhood originally housed 40 apartment complexes, each consisting of four units. The City has developed a plan to purchase all 40 properties, demolish the existing blighted structures, and construct a new affordable housing development. The City purchased one property in CY 2009 and 10 properties in CY 2010, which have been demolished. In CY 2011, 10 properties were purchased, and in CY 2012 an additional four properties were purchased, and one was demolished. The properties purchased in CY 2012 had existing Purchase and Sales Agreements in place and were in escrow prior to the dissolution of the redevelopment agencies. Due to the dissolution of the redevelopment agencies, the City has been unable to move forward with this project. Currently, the City is managing 40 occupied apartment units. The neighborhood is still severely blighted and continues to deteriorate due to lack of continuation of the project. As temporary service to the neighborhood, the City has partnered with two non-profit companies to provide a community garden, a children's resource center, transitional housing units, and are currently processing the development of a park facility with a futsal court.

The wind-down process for the former Stanton Redevelopment Agency is near completion. The California Department of Finance has released the Tina/Pacific properties, allowing the City to move forward with the development of the project. The City is working to finalize a contract with a chosen affordable housing developer to complete the acquisition process, relocate the existing tenants, and redevelop the site in two phases.

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** February 10, 2015

**SUBJECT: AGREEMENT WITH WHITE NELSON DIEHL EVANS**

### **REPORT IN BRIEF:**

The City is recommending adding two option years to the existing contract with White Nelson Diehl Evans for auditing services.

### **RECOMMENDED ACTION:**

That City Council:

- 1) Find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.
- 2) Authorize the City Manager to sign the Agreement for Consultant Services with White Nelson Diehl Evans.

### **BACKGROUND:**

In April 2012 staff sent out a Request For Proposal to nine well respected firms in the Southern California municipal government community. There were five proposals received, and of the five, the City awarded the three year contract to what staff believed was the most qualified firm, based on cost, years of experience in business as a firm, years of experience of the staff, and years of experience in governmental auditing. The firm awarded the contract was White Nelson Diehl Evans, a large regional full service Certified Public Accounting firm that has been in existence for more than 80 years. The firm handles the City's audit out of their Irvine office.

## **ANALYSIS/JUSTIFICATION:**

As the City has reached the end of the existing three-year contract for annual auditing services, staff has two options to consider; submitting a Request for Proposal or requesting an extension with the current auditing firm. Government Finance Officers Association (GFOA), an association that represents public finance officials throughout the United States and Canada with nearly 18,000 members offers best practices recommendations in a number of public finance areas. Regarding Audit Procurement, GFOA's best practices recommend that "governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors....Such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain "startup" costs over several years, rather than over a single year."

Though City Council was not originally presented with a five year agreement in 2012, staff has obtained a quote for two more years from White Nelson Diehl Evans (WNDE), which would complete the minimum five year best practices as recommended by GFOA. WNDE's proposal for two additional option years includes the same 3% inflator as was included in the original three years of the contract.

The scope of services for the fiscal year ending June 30, 2015 and 2016 are the annual financial audit of the basic financial statements in accordance with Governmental Auditing Standards; preparation of the City's Comprehensive Annual Financial Report (CAFR); a management letter under Statements of Auditing Standards No. 115; a report under the Statements of Auditing Standards No. 114; a financial and compliance audit of the Successor Agency to the Stanton Redevelopment Agency; a Single Audit of Federal Grants to be performed to meet the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133; and the review of the calculation of the City's GANN Appropriations Limit (GANN) as required by Section 1.5 of the Article XIII B of the California Constitution.

## **FISCAL IMPACT:**

The fees for the annual audit services are not to exceed \$34,716 for the audit of the fiscal year ending June 30, 2015. This price is still less than the amount that was paid to the City's previous auditors, Caporicci & Larson, Inc., for the audit of the fiscal year ending June 30, 2011. If the subsequent fiscal year is audited by WNDE, the fee for the annual audit services are not to exceed \$35,757 for the audit of the fiscal year ending June 30, 2016.

## **ENVIRONMENTAL IMPACT:**

None.


**LEGAL REVIEW:**

The City Attorney has reviewed and approved the attached agreement.

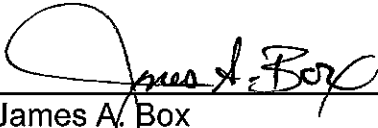
**PUBLIC NOTIFICATION:**

Through the agenda posting process.

Prepared by:

  
\_\_\_\_\_  
Stephen M. Parker, CPA  
Administrative Services Director

Approved by:

  
\_\_\_\_\_  
James A. Box  
City Manager

**Attachment:**

A. Agreement for Consultant Services

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, is made and effective as of February 10, 2015, between the **City of Stanton**, a California Municipal Corporation ("City") and **White Nelson Diehl Evans LLP**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **1. TERM**

This Agreement shall commence on February 10, 2015 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2015 with the City reserving the right to extend the term of this agreement for one (1) additional one-year term subject to annual review and recommendation of the Administrative Services Director, the satisfactory negotiation of terms, and the annual availability of an appropriation, unless sooner terminated pursuant to the provisions of this Agreement.

### **2. SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

### **3. PERFORMANCE**

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

### **4. CITY MANAGEMENT**

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

### **5. PAYMENT**

(a) The City agrees to pay Consultant progress payments, in accordance with the payment rates and terms and the schedule of payment as set



forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty-four thousand seven hundred sixteen (\$34,716) for the first term of the Agreement unless additional payment is approved as provided in this Agreement. If the City extends the term of this agreement for one (1) additional one-year term, the amount shall not exceed thirty-five thousand seven hundred fifty seven (\$35,757) for the first additional one-year term the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

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

#### 8. **OWNERSHIP OF DOCUMENTS**

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

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

software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

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

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

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

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

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

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

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

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

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

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

16. **NOTICES**

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

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	White Nelson Diehl Evans, LLP 2875 Michelle Drive, Suite 300 Irvine, CA 92606
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17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only White Nelson Diehl Evans, LLP shall perform the services described in this Agreement. White Nelson Diehl Evans, LLP may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of White Nelson Diehl Evans, LLP from Consultant's employ. Should he/ she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three ( 3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and

including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. **LICENSES**

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

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 municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**CITY OF STANTON**

By: \_\_\_\_\_  
James A. Box  
City Manager

**CONSULTANT**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Luz A. Rodriguez, Interim City Clerk

Approved As To Form:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney



**EXHIBIT A**

**TASKS TO BE PERFORMED**

WHITE NELSON DIEHL EVANS LLP  
Certified Public Accountants & Consultants

February 2, 2015

Mr. Stephen Parker  
Director of Administrative Services  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

Dear Mr. Parker:

We are pleased to confirm our understanding of the services we are to provide the City of Stanton and the Successor Agency to the Stanton Redevelopment Agency (the City) for the year ending June 30, 2015, plus one option year ending June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activity, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City as of and for the year ending June 30, 2015, plus one option year ending June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules - General and Major Special Revenue Funds.
- 3) Schedules of Funding Progress - CalPERS Defined Benefit Plan and Other Postemployment Benefit Plan.
- 4) RSI related to Governmental Accounting Standards Board (GASB) Statement No. 68

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1) Combining and individual other governmental fund financial statements.
- 2) Schedule of expenditures of federal awards.
- 3) Supplementary information related to GASB Statement No. 68

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information:

- 1) Introductory Section.
- 2) Statistical Section.

#### **Audit Objectives:**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of City's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

**Audit Objectives (Continued):**

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

**Management Responsibilities:**

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

**Management Responsibilities (Continued):**

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

**Management Responsibilities (Continued):**

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

**Audit Procedures - General (Continued):**

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures - Internal Controls:**

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

**Audit Procedures - Internal Controls (Continued):**

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

**Audit Procedures - Compliance:**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

**Audit Administration, Fees and Other:**

Noted below is a listing of work required by City staff to assist in the audit.

1. Technical assistance in familiarizing our staff with:
  - The flow of information through the various departments and accounting systems.
  - Reports generated by your accounting system.
  - The system of internal controls.
  - Controls established to monitor compliance with federal grants.
2. Preparation of trial balances for all funds, after posting of all year end journal entries.
3. Preparation of schedules supporting all major balance sheet accounts, and selected revenue and expenditure accounts.
4. Typing of all confirmation requests.
5. Pulling and refileing of all supporting documents required for audit verification.
6. Assistance with the preparation of the CAFR and footnotes.



**Audit Administration, Fees and Other (Continued):**

Our maximum annual fees are as follows:

	<u>June 30, 2015</u>	<u>Option Year June 30, 2016</u>
City:		
Audit	\$ 22,641	\$ 23,321
CAFR Preparation	3,595	3,703
Successor Agency to the Stanton Redevelopment Agency	4,262	4,389
Single Audit (1)	3,737	3,849
GANN Appropriations Limit	481	495
	<u>\$ 34,716</u>	<u>\$ 35,757</u>

- (1) Our fixed fee contemplates one major program. A price adjustment ranging from \$1,000 to \$1,500 will be made for each additional major program.

The maximum annual fees stipulated herein contemplate that conditions satisfactory to the normal progress and completion of the examination will be encountered and the City accounting personnel will furnish the agreed upon assistance in connection with the audit. However, if unusual circumstances are encountered which make it necessary for us to do additional work; we shall report such conditions to the responsible City officials and provide the City with an estimate of the additional accounting fees involved.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of White Nelson Diehl Evans LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to grantor agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of White Nelson Diehl Evans LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Mr. Stephen Parker, Director of Administrative Services  
City of Stanton  
February 2, 2015  
Page 9

**Audit Administration, Fees and Other (Continued):**

In accordance with our firm's current record retention policy, all of your original records will be returned to you at the conclusion of this engagement. Our audit documentation files will be kept for a period of seven years after the issuance of the audit report. All other files will be kept for as long as you retain us as your accountants. However, upon termination of our service, all records will be destroyed after a period of seven years. Physical deterioration or catastrophic events may further shorten the life of these records. The working papers and files of our firm are not a substitute for your original records.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Stanton and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

WHITE NELSON DIEHL EVANS LLP



Nitin P. Patel, CPA  
Engagement Partner

**RESPONSE:**

This letter correctly sets forth the understanding  
of the City of Stanton.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

System Review Report

August 3, 2012

To the Owners of  
White Nelson Diehl Evans, LLP  
and the Peer Review Committee of the CA Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of White Nelson Diehl Evans, LLP (the firm) in effect for the year ended March 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of White Nelson Diehl Evans, LLP in effect for the year ended March 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. White Nelson Diehl Evans, LLP has received a peer review rating of *pass*.

*Heidenreich & Heidenreich*

Heidenreich & Heidenreich, CPAs, PLLC

## EXHIBIT B

### INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
2. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
3. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, sub

consultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

4. **Professional Liability or Errors and Omissions** Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any

exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be

declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** February 10, 2015

**SUBJECT: AGREEMENT WITH SPRINGBROOK**

### **REPORT IN BRIEF:**

In order to move from Springbrook Version 6 to Springbrook Version 7, a migration agreement needs to be approved.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).
2. Authorize the City Manager to sign the Springbrook V6 to V7 Migration Proposal for the City of Stanton.

### **BACKGROUND:**

In FY 2006-07 the City of Stanton went live with Springbrook for its financial software. At that point Version 6 (V6) was the most updated version offered. The City is in its ninth year of using Springbrook. While the City has not had any major issues with the software, some staff concerns have been raised regarding the difficulty of extracting business license information from the system and the difficulty of exporting information into Excel. In 2013, Springbrook introduced Version 7, which made improvements in both of those areas; however, the City has pushed off moving to the new version due to the cost of migrating.

### **ANALYSIS/JUSTIFICATION:**

The cashiering function of Springbrook V6 only runs on Windows XP. On April 8, 2014, Microsoft ended support for Windows XP, which means there will be no more security updates or technical support for the Windows XP operating system. In addition, Springbrook is no longer providing any updates or patches to V6. Scott Lai, our Brea IT Consultant, has established a good rapport with some IT Staff at Springbrook, therefore

we are currently still receiving unofficial support when needed, but the situation is not sustainable over the long term.

With the City's difficult financial situation of the last few years, making this move to the newest version of Springbrook was pushed off. At this point, however, it is staff's recommendation that the City migrate to the new version.

The cost of the migration is \$26,551, with \$4,500 covering a secondary training conducted 60-90 days after the first staff training which occurs at implementation. The \$4,500 might not be necessary if staff is comfortable with the software after implementation. At this time, the contract in front of City Council is for \$22,051. As this is a sole source situation, no other vendors can provide this service. Staff did look into the cost of moving to another software company as an alternative to migrating to the newer version of Springbrook. The quote from New World Systems exceeded \$300,000 which did not seem like a viable alternative at this time.

**FISCAL IMPACT:**

\$22,050.87, with \$992.30 being incurred in the current fiscal year. There are funds in Information Technology account 101-1510-608145 for the amount due upon signing. The balance will be budgeted in FY 2015-16.

**ENVIRONMENTAL IMPACT:**

None.


**LEGAL REVIEW:**

The City Attorney has reviewed and approved the attached agreement.

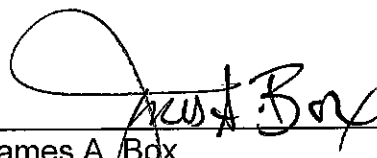
**PUBLIC NOTIFICATION:**

Through the agenda posting process.

Prepared by:

  
\_\_\_\_\_  
Stephen M. Parker, CPA  
Administrative Services Director

Approved by:

  
\_\_\_\_\_  
James A. Box  
City Manager

**Attachment:**

A. Springbrook V6 to V7 Migration Proposal for City of Stanton



## City of Stanton, CA

### Springbrook V6 to V7 Migration Proposal for City of Stanton 1/16/2015

Presented By:  
Ron Schlitzkus  
Installed Account and Migration Sales Manager  
[ron.schlitzkus@sprbrk.com](mailto:ron.schlitzkus@sprbrk.com)  
5038206287



Licensed Products and Services						
Line	Item	Type	Recurring	QTY	Sales Price	Total Price
1	<b>Migration Custom Code Conversion Services</b> Custom Code is reviewed independently of the Migration Proposal and quoted separately based on Individual Organization needs.	Service Conversion;	<input type="checkbox"/>	1	\$900.00	\$900.00
2	<b>Migration Project Management Services</b> An assigned Project Manager will maintain communication with the Client, both verbally and in writing, regarding schedules, tasks and events throughout the process.	Service Professional;	<input type="checkbox"/>	1	\$11,400.87	\$11,400.87
3	<b>Migration Training Services</b> Training and consulting services include a "train the trainer" approach during a week long onsite go-live session. Remote sessions are conducted before and after go-live, and access to webinars and additional training services is also available.	Service Professional;	<input type="checkbox"/>	1	\$9,750.00	\$9,750.00
Grand Total					\$22,050.87	

Migrating Modules	
<p>Listed modules will be migrated. If modules are not listed, additional fees are required to migrate.</p> <p>Service costs for the migrating modules are listed above.</p> <p>Modules to Migrate:</p>	See Attached

Custom Code	
<p>Custom Code Total Amount:</p> <p>900</p>	<p>Existing Custom Code is reviewed and presented separately during the quote process, and again with the Statement of Work. The total amount for Custom Code to be rewritten in Version 7 is presented in this order form. These dollar amounts are set and but the services can be negotiated. Any amounts not used in the final custom code rewrite may be applied to services to be utilized within the first 30 days of Go-Live.</p>



Product Breakdown and Financial Roll-Up			
Product Family	Type	Total	Payment Terms
Recurring Costs			
License	Subscription	\$0.00	100% due upon signing, annually thereafter
License	Maintenance	\$0.00	100% due upon signing, annually thereafter
IT	Hosting	\$0.00	100% due upon signing, annually thereafter
Service	Subscription	\$0.00	100% due upon signing, annually thereafter
Non-Recurring Costs			
License	Premise	\$0.00	100% due upon signing
License	Maintenance Deferred	\$0.00	100% credited upon signing
Service	Professional	\$21,150.87	4.5% due upon signing, 31.5% due upon Kick Off, 33% due upon Go-Live, 31% due upon Full Acceptance of all Modules
Service	Conversion	\$900.00	4.5% due upon signing, 31.5% due upon Kick Off, 33% due upon Go-Live, 31% due upon Full Acceptance of all Modules
License	Subscription Deferred	\$0.00	100% credited upon signing



## Additional Information

### Definitions

**Masters:** static information and data, based on a single individual or entity. An example of a Master file is Customer, Employee or Vendor contact Information.

**History:** Information that is updated or added on a regular basis that is tied to a Master File. An example of History includes Checks, Billings or Receipts.

### Client Requirements

Client must perform all data extraction from their legacy system and populate Vendor's then current Standard Templates. Standard Templates and field listings are available for review by client upon request.

Client must validate the accuracy of data. Data in legacy system which is incorrect or does not balance will need to be altered by Client, or incorrect results will be carried through to new system.

Client must provide data according to the schedule mutually agreed upon with Project Manager, or project may incur changes to schedule or additional fees. Client must provide field descriptions and/or definitions for data that is being extracted from the legacy system.

### Vendor Requirements

Vendor will provide the software base application. The base for the Springbrook application includes System Setup, General Ledger Shell, Cash Receipts Shell, and Clearing House. The Springbrook base is included in all purchases.

Vendor will evaluate data provided from client to ensure that all required fields have been populated, that the formats provided meet the necessary criteria, and the limitations of field ranges.

Vendor will provide consulting services to assist client in analyzing whether data inputs meet criteria specified, and assist in testing to validate inputs are converted correctly to the SSI System.

Vendor will provide a secure method for electronic data transmission.

Vendor will ensure that all data provided in finalized templates are converted correctly into the corresponding fields or tables within the Springbrook applications.

Once Client has offered final approval of data sets, Vendor will provide three (3) data conversions into the Live UB System and one (1) data conversion into the Live system for all other Applicable as specified on table above.

### Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

- (a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
- (a) 30 days has passed since the implementation ("Go-Live") of the Application without written notice of non-acceptance;
- (b) Client is using the Licensed Software Product at issue for its intended purpose; or
- (c) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

### Core Modules Statement of Work

The Core Modules Statement of Work shall mean the statement of work that outlines the work necessary to implement the core functionality of the client requested modules.

Acceptance of Core Modules of Statement of work shall be deemed complete for billing purposes unless Client has provided written notice of non-acceptance within 15 days of receipt of the Core Modules Statement of Work.

### Limitations of Conversions Services

Unless otherwise specified and agreed to, Vendor will not consult on or assist in the removal of data from Client legacy system.

Vendor cannot convert data from legacy system which is not available in a corresponding field.

Vendor cannot convert data into fields which exceed the maximum database field limitations.

The services listed above do not include consulting or data manipulation for the purpose of supplying the Client with information the Client didn't previously have access to.

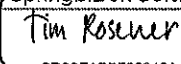
Data requested to be converted after agreed to live conversion will be considered out of scope, and will require a change order, and be subject to additional fees.

All current templates and field listings are available on the website, and included herein by reference.



Terms	
Contract Term	24 Months
Special Terms	
<p>This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.</p>	

Accounting Payable Contact Information	
First Name:	Last Name:
Title:	
Email Address:	
Phone Number:	

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Stanton, CA
Signed By	 CD69FADB732843A...	Signed By	
Date	1/19/2015	Date	
Title	EVP Corporate Development	Title	
Name (Print)	Tim Rosener	Name (Print)	Stephen Parker
Additional Signatures (Optional)			
Client	City of Stanton, CA	Client	City of Stanton, CA
Signed By		Signed By	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	



## SPRINGBROOK SOFTWARE VERSION SEVEN MIGRATION AGREEMENT

This Agreement sets forth additional terms and conditions applicable to Version Seven, Licensed Software Products purchased by the City of Stanton, CA (Client) from Springbrook Software (Vendor). Version Seven is categorized as a new product by the Vendor. This agreement sets the terms and conditions of the exchange of Version Five & Six product licenses and services for Version Seven product licenses and services and their associated maintenance agreements. This agreement is intended to supplement current licensing and maintenance agreements in effect between the Client and the Vendor. In the event that term or condition in this agreement is in conflict with a previous agreement, this agreement shall prevail.

### GENERAL TERMS AND CONDITIONS

#### 1 DEFINITIONS

**Migration Management Services** Migration Management Services are professional services provided to the client as defined in section 5.1.

**Migration Consulting** Migration Consulting are professional services provided by the vendor as defined in section 5.3

**Client Trainer(s)** An individual or group of individuals employed by the Client (Maximum of 3) that Vendor will train on the use of the products and services covered by this agreement. Client Trainer(s) will be responsible for training the remaining staff in the Client environment.

**Client Project Manager** A Project Manager appointed by the client that will act as a single point of coordination and management for tasks that are the responsibility of the client to perform as a part of this agreement. Client Project Manager will coordinate activities with the Vendor Project Manager.

**Vendor Project Manager** A Project Manager assigned by the Vendor to coordinate and manage the overall implementation of products and services covered by this agreement. Vendor Project Manager will manage vendor resources and coordinate with Client Project Manager to ensure that client resources are being allocated to project tasks as required.

**Fees** will have the meaning set forth in section 3.

**Remote Services** Remote Services means services performed by the Vendor at the Vendor place of business with Client at Client's place of business.

**Onsite Services** Onsite Services means services performed by the Vendor and the Client's place of business.

**Concurrent Users** are defined as the number of users that can simultaneously access the Vendor software at the same time.

**Named Users** are defined as Specific users that are granted access to the Vendor Software. These Licenses are assigned to specific individuals and cannot be shared. Named users are users that need more than two hours a week of access to the Vendor Software.

**Progress Access Agents** are defined as a license for casual users to access the Vendor System.

**Casual Users** are defined as users who access the vendor software less than two hours a week.

**Change Order** is defined as any change to the scope of services of this agreement that is agreed to by both parties. A Change Order could include but is not limited to; additional on-site consulting; additional modules; custom programming and development or services not

contemplated by this agreement or the appropriate order form. Change Orders are subject to applicable Fees.

**Progress Report Writer** is a third party proprietary custom report writing tool used to create client custom reports. Reports created with this tool in Progress Version 9 are referred to as "Local Reports".

#### 2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client including:

(a) Implementing products and services as defined in the appropriate order form.

(b) Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service or product provider.

(c) Client understands that all Products purchased by the Client as part of this agreement are provided as is. Any Client specific changes (Custom) to the Products will require a Change Order.

(d) Client understands that products and services provided under this agreement are intended to migrate existing business processes and procedures to Version Seven product line. Client understands that if it intended to implement new features and services that it has not previously used that additional professional service fees may apply. Any additional services must be pre-approved by both parties in advance.

#### 3 FEES AND PAYMENT

##### 3.1 Fees.

Client will remit to Vendor all applicable fees for those Products purchased by Client, as set forth in the applicable Order Form(s) or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel and related expenses incurred in the performance of Professional Services. All Fees are non-refundable.

##### 3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

##### 3.3 Suspension of Services

Vendor may, at its sole discretion, suspend client's right to use any product under this Agreement if Client fails to remit any payment when





due, as defined in the appropriate order form, within ten (10) days after receiving written notice from Vendor that payment is past due.

### 3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any services (collectively, "Taxes"). If the Vendor is assessed taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the vendor. For the purpose of this section, reimbursement of taxes shall be considered a payment and will be subject to the terms and conditions set forth in section 3.

## 4 PRODUCT LICENSING

### 4.1 Vendor Products

Client is exchanging Version Six licenses for Version Seven Licenses as defined in the appropriate Order Form.

### 4.2 Third Party Products Provided By Vendor.

(a) Client is exchanging Progress Version 9 licenses for Progress Version 10 Licenses. Unless Client is already using Progress Version 10.

(b) For each Progress 9 Concurrent User, client will receive a Progress 10 Named User license.

(c) Client may be provided Progress Access Agents for a fee as required to support Casual Users as defined in the appropriate order form.

(d) A minimum of Five Progress Named User Licenses is required. If Client currently does not have Five Concurrent License, client will be required to purchase additional licenses.

(e) If Client wishes to change the database platform being used, additional costs will apply and Client will be required to complete a Change Order.

(f) Client understands that the Report Writer Feature of Progress was retired in Progress Version 10. Vendor is not providing a migration path for reports written by Client utilizing Progress Report Writer.

## 5 VENDOR RESPONSIBILITIES

### 5.1 Migration Management Services

Migration Management Services include the following Remote Services:

(a) Vendor Project Manager to plan, schedule and track the complete migration process.

(b) Migration of applicable client data to new products.

(c) Project Management to maintain communication with Client Project Manager, both verbally and in writing, regarding schedules, tasks and events throughout the process.

(d) Project Management to schedule and manage Vendor resources including; support, programming, technical services, and consulting.

(e) Technical consultation and services to assist client in assuring adequate hardware configuration.

(f) Technical services to install Vendor products on Client servers.

(g) Technical services to assist in the migration of client data to new environment.

(h) Scheduling and coordination of onsite, classroom, or Internet training covering new software

(i) Scheduling and coordination of training for financial applications, utility billing applications, land management and ancillary applications.

This training may occur on different dates and be performed by different consultants.

(j) Project Management and Business Analyst review of existing and custom forms

(k) Project Management and Business Analyst review of existing Reports including and "Local" Reports that may have been modified using Progress Report Writer

(l) Project Management and Business Analyst review of existing Process Flow

(m) Project Management, Programmer and Business Analyst review for Custom Code Reduction If applicable

(n) Project Management, Programmer and Business Analyst review of third-party software integration points if applicable.

### 5.2 CUSTOM CODE RE-WRITE

Based on the results of the Custom Code Review, and with mutual approval by both parties vendor will re-write custom to run on the Version Seven products as defined in the appropriate Order Form.

### 5.3 Migration Consulting

Migration Management Services include Onsite Services and Remote Services. The services are comprised of but not limited to the following:

(a) Custom Code review will be conducted to evaluate current client custom code with the goal of reducing the need for said code in new environment.

(b) Review of new software and changes between new environment and old environment.

(c) Recommendations to Client on best practices associated with use of the new products.

(d) Client specific training on use of products and services. Training is limited to features and functionality that client is currently using in the old environment as applied to new environment.

(e) Vendor takes a "Train the Trainer" approach to training activities associated with the services provided under this section, for that purpose, all services provided to the client under this section will be provided to the Client Trainer(s).

## 6 CLIENT RESPONSIBILITIES

### 6.1 Migration Scheduling

(a) Client will participate in the Scheduling session to determine the Migration Schedule and schedule training and consulting dates.

(b) Client will approve in writing the mutually agreed to schedule. Client schedule change requests after approval will require a Change Order.

### 6.2 Access

(a) Client will provide administrative level access to servers and other equipment as requested by Vendor to facilitate the services being rendered by the Vendor under this agreement.

(b) Client will provide training and meeting facilities as defined by Vendor, at the client location to accommodate Vendor and Client staff.

### 6.3 Custom Code Documentation and v7 Analysis

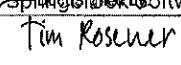
(a) Client will participate in Custom Code Review meetings.

(b) Client will require that personnel with the authority to make decisions about the exclusion or inclusion of custom code are at all meetings.



Terms	
Contract Term	24 Months
Special Terms	
<p>This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.</p>	

Accounting Payable/Contact Information	
First Name:	Last Name:
Title:	
Email Address:	
Phone Number:	

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Stanton, CA
Signed By	 CD69FADB732843A...	Signed By	
Date	1/19/2015	Date	
Title	EVP Corporate Development	Title	City Manager
Name (Print)	Tim Rosener	Name (Print)	James A. Box
Additional Signatures (Optional)			
Client	City of Stanton, CA	Client	City of Stanton, CA
Signed By		Signed By	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	





## SPRINGBROOK SOFTWARE VERSION 7 MIGRATION EXHIBIT A

### V7 .NET MIGRATION PROPOSAL

Customers who chose to migrate from our client-server version (V6) to Springbrook Software's .NET (V7) software are provided with the base software modules that are currently covered under a software maintenance agreement at no charge. However, services associated with the actual upgrade, such as Consulting and Migration Management Services (project management, technical, programming, business analysis, custom code reduction review) and requests by client for Springbrook Software to rewrite any custom software to operate in the .NET environment are outside the scope of the customer's annual software maintenance agreement. Springbrook will provide and invoice these services on a fixed bid basis.

A successful migration of the Springbrook application and database to V7 requires close teamwork between each of our respective organizations. During this process you and your staff will be working with nearly every department within Springbrook's organization. Staffing resources from the following departments will play a major role in your migration:

- Sales & Marketing
- Implementations
  - Project Management
  - Consulting/Training
- Programming
- Conversions
- Quality Assurance
- Technical Services

The Professional Service fees identified in this agreement are described on the following pages and include:

- Migration Management Services
- Migration Consulting/Training
- Initial Custom Code Review for this proposal (if applicable)
- Custom Code Reduction Review Services (if applicable or requested)
- Data Conversion
- Technical Service for installation of the new database release and new .NET release

### MIGRATION MANAGEMENT SERVICES

Our goal is to provide your organization with the highest quality products and services during your migration, and to strive for minimal disruption to normal business operations during this process.

**Migration Management Services may include, but are not limited to, the following:**

- Project Management to plan, schedule and track the complete migration process
- Programming Resources to map and convert data.
- Project Management to maintain communication with client, both verbally and in writing, regarding schedules, tasks and events throughout the process
- Project Management to schedule and manage internal resources from Support, Programming, Technical Services, and Consulting/Training
- Technical consultation and services to assist client in assuring adequate hardware configuration for maximum performance with V7 (.NET)
- Technical services to create, ship and assist in installing the latest software application files on the server
- Technical services to order and assist in installing the latest database manager software at the client's site
- Technical services to copy and retrieve the existing data, migrate to V7 (.NET), then install the newly upgraded data back to the client's site
- Scheduling and coordination of on site, classroom, or web-based Consulting/Training covering the changes in the software from V6 to V7 (.NET)
- Project Management, Programmer and Business Analyst review of third-party software integration points, if applicable



- Quality Assurance Testing and Documentation
- Post Migration Transition Services

### Migration Project Outline

\*NOTE: Project Outline assumes all available resources available in a sequential event. Depending on the incursion of a testing phase, a migration project typically has a 10 - 18 week project run time from Planning Phase through Go-Live Phase.

Pre-Migration	Location	Responsible Agent	Project Milestone
Signed Contracts	Remote	Sales & Contracts	Yes
Migration Team Welcome Call	Remote	Sales, PM & Client	Yes
Detailed Custom Code Analysis	Remote	Programming	
Consultant Business Analyst Review	Remote	Consultant & Client	
Contracts and Questionnaire Review	Remote	Migration Team	
Project Assignment	Remote	PM	
Scheduling Call	Remote	PM & Client	Yes
<b>Planning Phase</b>			
Kick-off Call	Remote	PM, Consultant & Client	Yes
Project & Sales Survey Review	Remote	PM, Consultant & Client	
Hardware & Software Review	Remote	PM & Client	
Initial Programming Data Pull and Test Upgrade	Remote	Programming	
Enterprise Software Install	Remote	Programming	
<b>Setup &amp; Training Phase</b>			
Live Overview (Navigation & Security)	Remote	Consultant & Client	
Programming Custom Code Rewrites	Remote	Programming	
System Configuration with Client Data (Users, Security, Test Checks & Statements)	Remote	Consultant & Client	Yes
Consultant In-House Testing	Remote	Consultant & Client	Yes
Processing Video Overviews (Module specific processes)	Remote	Client	
<b>Parallel Phase (if necessary)</b>			
Programming Data Conversion	Remote	Programming	Yes
Load System Configurations	Remote	Consultant	
Processing Assistance & Training	On-site	Consultant & Client	
Project Status Call	Remote	PM, Consultant & Client	Yes
<b>Go-Live Phase</b>			
Programming Data Conversion	Remote	Programming	Yes
Load System Configurations	Remote	Consultant	
Processing Assistance & Training	On-site	Consultant & Client	
Project Status Call	Remote	Client, Consultant, PM & Transition Services	Yes
<b>Transition Phase</b>			
Transition Services Weekly Calls	Remote	Transition Services & Client	Yes
Follow-up Training and Expanded Features on V7	Remote/On-site	PM, Transition Services & Client	Yes

### EXAMPLE PROJECT TIMELINE



## MIGRATION CONSULTING SERVICES

While work behind the scenes is a critical component to a successful migration, so too is the Consulting/Training your organization will receive from an accredited Springbrook trainer. Each migrating client will require varying degrees of Consulting/Training based on which version your organization is migrating from, coupled with the collection of modules actively used within your organization.

**Training and Consulting Services may include, but are not limited to, the following:**

- Consulting and Training services include a "train the trainer" approach so that your key staff members are well versed on how to properly use the new application for their current business processes, which in turn will allow them to train occasional or infrequent users when the need arises.
- Onsite sessions for your go-live week with experienced staff in each of the respective suites.
- Remote training sessions before and after the go-live event.
- Data validation services and assistance in securing new copies of files for initial review.
- Initial telephone conferences regarding planning and configurations, set-ups.
- Webinars on additional features.
- Transition staff resources to augment the training and provide directed support services.

## SERVICE FEES

Please see Order Form for a cost breakdown.

## INITIAL CUSTOM CODE REVIEW FOR THIS PROPOSAL

If your organization has custom solutions that Springbrook Software developed, our programming staff has conducted an initial high-level review of the custom code that we maintain on file for your organization. We have included budget figures based on the client's custom solution(s) being re-written to operate in a V7 .NET environment. While it is our intent to continually add new standards to the application, not every custom solution written on behalf of your organization has the potential of being eliminated. For items which will require you to implement new business processes, the fees associated with the rewrite will be reallocated to services.

## CUSTOM CODE REDUCTION REVIEW SERVICES (IF APPLICABLE OR REQUESTED)

Springbrook understands that the customization figures associated with ongoing maintenance services may not be concrete enough for your organization to secure project and budget approval. Recognizing this, Springbrook is able to offer a detailed custom code review upon written notification that your organization would like to proceed with a migration to V7. Since customization is often material, jointly investing time in this area to identify whether standard V7 functionality delivers the same or better results, can result in reduced annual maintenance associated with custom rewrites. **There is no up-front fee for performing this service** and effectively, in a good-faith effort, Springbrook is fronting your organization services that are part of the migration management services component of quotation. Depending on the level and complexity of customization, a significant amount of effort on both of our parts may be required for a successful outcome. During the normal course of the project, all other custom code will be closely evaluated and significant emphasis will be placed on trying to utilize standard V7 functionality to eliminate as much of the custom code as possible.

For this review to be scheduled, a Springbrook Project Manager will be assigned to oversee this pre-contract component of the project. Depending upon the number of programs and level of customization, we may assign and schedule a pool of resources which could include programming staff, business analysts, trainers and consultants to completely review each custom solution and determine whether or not it is a standard function in V7 or whether an alternate means exists that delivers the same, or better result. There will likely be multiple conference calls, webinar demonstrations and emails required between our organizations and all communication will be funneled through Springbrook's assigned Project Manager to ensure the appropriate resources are scheduled, timelines met and communication conveyed to the main point of contact within your organization. For each program that may need to be rewritten, a statement of work will be generated.

## CUSTOM CODE

Custom Code is reviewed independently of the Migration Proposal and quoted separately based on individual Organization needs. Your Installed Account and Migration Manager, Ron Schlitzkus, will supply you with an independent quote for migrating any custom code you may utilize.

\* Note: During the Migration Springbrook will work with you to operate your business in the V7 environment using standard features and functions, thus eliminating custom code wherever possible. In the event that we are able to eliminate custom code, dollar values quoted will be used for consulting on alternative business practices or training, within 60 days of Go-Live.

\*\* Note: Using feedback from many customers, Springbrook understands that during the initial Consulting/Training many clients are only able to dedicate resources to getting the V7 required features live. Because of this they have been unable to learn all the new value added features available to improve business efficiencies and leverage the full functionality of their new solution. Post Go-Live Review and Consulting/Training is available and typically



provided within 60 days after Go-Live and includes a review of how your staff is currently utilizing V7 as well as Consulting on the new features and functions in V7.

## MIDDLE TIER LICENSING

As part of the migration, the legacy product that utilized a Progress V9 Middle tier has been replaced by new more dynamic technology. As part of this technological change we have retired the Progress components, and concurrent V6 licenses are converted to named users for an equal number. The designations of user types on the new platform are below:

Named User (1): 1 Named users can access the system on average more than 2 hours per week.

Access Agent (1): 1 Access Agent allows up to 100 people access the system for less than 2 hours per week on average.

## ADDITIONAL MIGRATION INFORMATION

- Migrations are managed by a Springbrook Project Manager (PM). They will act as your main point of contact for all scheduling and questions.
- The costs quoted do not include travel expenses for Springbrook staff members. The Consulting/Training for each application is fixed price. Any services that exceed scope will be formally proposed and accepted in writing by City of Rogers.
- Migrating to V7 will allow the use of Microsoft Windows, XP, Vista Windows 7 and Windows 8 operating systems.
- There will be no increase in annual maintenance costs for the standard products/modules licensed to the organization when migrating to this new version of the application. However, standard increases may apply in accordance with the Software Maintenance Agreement (SMA). Any custom solutions that remain in place post-migration that are not currently under maintenance may be subject to maintenance post-migration.
- Any custom solutions that are currently under maintenance that are rewritten to operate in V7 may be subject to a maintenance increase (not to exceed 10% of current amount).

## REVIEW OF THIS INFORMATION

After you receive this proposal, Ron Schlitzkus, Springbrook's Installed Account Manager, will schedule a phone appointment to explain the contents of the proposal in further detail and to answer any questions. He may also be reached at [ron.schlitzkus@sprbrk.com](mailto:ron.schlitzkus@sprbrk.com) or 1.866.256.7661 ext. 6287 or directly at 503.820.6287.

## SCHEDULING YOUR MIGRATION

Within approximately two weeks of receiving your signed agreement, you will receive either written or verbal correspondence from a member of our Implementation Department to schedule an introduction call. Migrations are scheduled by your assigned Project Manager on a first come, first serve basis upon receipt of the signed contract. Please keep in mind that based on the time of the year, it may be six or more months before the on-site portion of the migration event takes place. In fairness to our other clients, we are unable to hold or block weeks on a calendar until we have an executed agreement in place, and detailed discussions between Springbrook's Project Manager and your assigned Project Manager have been held.

## MIGRATION CONCLUSION

Your original investment in Springbrook Software has been protected through the development of Version 7. With significant input from many of our clients, Springbrook has developed the next generation of software that will serve you, your stakeholders, and your constituents for many years to come. Version 7 (V7) provides an easy to deploy, easy to use and easy to access product. With the optional web-based and real-time Interface modules we've introduced, your organization can also extend 24/7 service to your constituents for secure inquiry and payment options. Additionally, you will be able to offer your employees the ability to remotely log time, view and print pay-stub and W2 information or complete open enrollment. We continue to solicit and implement ideas from our clients and continue to introduce new and powerful features into V7 each day. We value and thank you for your continued business and look forward to working with your team on this exciting project.

# EXHIBIT A

## MODULES TO BE MIGRATED:

Finance Suite (GL, AP, ACH, Bank Rec., Bdgt).  
 Extended Budgeting & Forecasting.  
 Standard State and Federal Reporting.  
 AP Electronic Check Signature.  
 Purchase Orders.  
 Payroll.  
 Payroll Electronic Check Signature.  
 Human Resources - Customer not using. Not included in Migration.  
 Misc. AR - Customer not using. Not included in Migration.  
 Central Cash Management/POS.  
 License and Misc. Permits.  
 Code Enforcement/Contact Management.  
 Building Permit and Inspection - Customer not using not included in Migration.  
 Progress to SQL Conversion.

## CUSTOM CODE:

V6.05 to V7 (.NET) Migration Pricing for:					
City of Stanton					
Program ID	Description of Custom Code to be ReWritten (If Required)			Prog Estimate	
V6 File Name	Location	Description	Initials	V7 Analysis	Hours
BP of LP or CCM					
W-IP511p.w	LP > Trial Balance Report	A new window had been developed to select a CR batch, and then filter tran records based on the batch number selected.		This would need to be rewritten in v7 if this functionality is still needed. We would be adding a new link label to select the batch on the same form, as opposed to developing a separate window as is the case in v6.	6.00
dhcc001h.Batch.Select.w					\$900.00
Sub-Total BP, LP, CCM					6.00 \$900.00
GRAND TOTAL ALL CUSTOM					6.00 \$900.00

\* Note: During the Migration Springbrook will work with you to operate your business in the V7 environment using standard features and functions, thus eliminating custom code wherever possible. In the event that we are able to eliminate custom code, dollar values quoted will be used for consulting on alternative business practices or training, within 60 days of Go-Live.

\*\* Note: Using feedback from many customers, Springbrook understands that during the initial Consulting/Training many clients are only able to dedicate resources to getting the V7 required features live. Because of this they have been unable to learn all the new value added features available to improve business efficiencies and leverage the full functionality of their new solution. This Post Go-Live Review and Consulting/Training will be provided within 60 days after Go-Live and includes a review of how your staff is currently utilizing V7 as well as Consulting on the new features and functions in V7.



# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** February 10, 2015

**SUBJECT: AWARD OF A CONSTRUCTION CONTRACT FOR THE CITYWIDE CATCH BASIN ENVIRONMENTAL CLEANUP PROGRAM PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

The Orange County Transportation Authority (OCTA) has awarded the City of Stanton with \$120,000 in grant funds to purchase and install catch basin filter devices. Staff recommends that the firm Bio Clean Environmental Services be retained to purchase and install these devices.

### **RECOMMENDED ACTION:**

1. City Council accept the Measure M2 Environmental Cleanup grant funding in the amount of \$120,000; and
2. Authorize budget adjustment 2015-16 in the amount of \$120,000; and
3. Authorize the use of the County of Orange Master Agreement MA-080-11011795 with Bio Clean Environmental Services, Inc. to purchase and install catch basin filter devices; and
4. Award a construction contract for the Citywide Catch Basin Environmental Cleanup Program (ECP) Project to Bio Clean Environmental Services, Inc. for the amount of \$107,533.44; and
5. Authorize the City Manager to bind the City of Stanton and Bio Clean Environmental Services, Inc. in a contract for the construction of the Citywide Catch Basin ECP Project; and
6. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
7. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

## **BACKGROUND:**

On March 11, 2013, the OCTA Board of Directors authorized staff to issue the Measure M2 ECP, Tier 1 Fiscal Year 2013-14 call for projects. The City applied for and was successful in capturing \$120,000 in grant funding under the M2 Environmental Cleanup Program. The program distributes funds on a competitive basis for the purchase and installation of Best Management Practices (BMP's) such as catch basin inserts and screens.

The M2 ECP Tier 1 is designed to mitigate the more visible forms of pollutants, such as litter and debris that collects on the roadways and in the catch basins prior to being deposited in waterways and the ocean. It consists of funding for the equipment purchase and installation of screens, filters, inserts, and other "street scale" low flow diversion devices for existing catch basin structures.

## **ANALYSIS/JUSTIFICATION:**

Staff has identified approximately sixty one (61) catch basins throughout the City for this project. These catches are located in high priority areas around the commercial, industrial, and medium to high density residential neighborhoods that are prone to high levels of trash and debris. These catch basins will be retrofitted with the high capacity round curb inlet filter by Bio Clean Environmental Services, Inc. that will serve to capture trash and debris and prevent them from flowing into our water ways.

Of the three vendors included in the County's Master Agreement, Bio Clean Environmental Services, Inc. provided the most effective product for capturing trash and debris in the catch basin, while minimizing the maintenance time required to clean out these devices. It is; therefore, recommended that the City use the County's Master Agreement to purchase and install these catch basin inserts for a cost not to exceed the grant about of \$120,000.

Per the City's purchasing policy, these catch basin inserts may only be purchased from a single provider; therefore, competitive bidding was not performed. Through the County's Master Agreement, prices with each vendor have been established and terms and conditions have been approved. OCTA has obtained a County wide unit bid price from this vendor to minimize the costs throughout the County. The Master Agreement has established volume based pricing and will save the City approximately 15% off the purchase price. In addition, the M2 Grant originally required that these BMP's must be installed by the end of the fiscal year, June 30, 2014. Due to staff transitions this deadline could not be met. Staff requested and was granted an extension to extend the project deadline to June 30, 2015.

**FISCAL IMPACT:**

The subject project is currently not funded in the FY2014-15 Capital Improvement Program. A budget adjustment will be created to allocate these funds which will be from the grant. The City will receive up to \$120,000 in Tier 1 Grant Program funds. The City proposes to use an in-kind match of \$68,687 (36% of the total project cost). The in-kind matching component is comprised of the Public Works staff time required to maintain the catch basin devices over a period of ten (10) years. This amount is in excess of the 25% minimum in-kind match required to be eligible for this grant.

**ENVIRONMENTAL IMPACT:**

This project will be categorically exempt under the California Environmental Quality Act Section 15301, Class 1 (c) as minor alterations of existing facilities.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

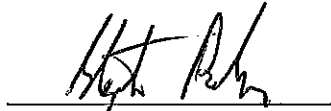
Notifications and advertisement were performed as prescribed by law.

Prepared by:



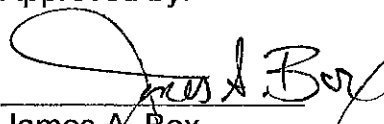
Allan Rigg, P.E., AICP  
Director of Public Works/City Engineer

Concur:



Stephen Parker  
Administrative Services Director

Approved by:



James A. Box  
City Manager

**Attachments:**

- (1) County of Orange Master Agreement MA-080-11011795 with Amendment #4
- (2) Budget Adjustment 2015-16
- (3) Contract with Bio Clean Environmental Services, Inc.

**CONTRACT MA-080-ABCDEFG  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
BIO CLEAN ENVIRONMENTAL SERVICES, INC.  
FOR  
Automatic Retractable Screen Excluders, Connector Pipe Screen Full Capture Systems, and Catch  
Basin Inserts for the OCTA Measure M2 Program**

This Agreement MA-080-11011795 for Automatic Retractable Screen Excluders, Connector Pipe Screen Full Capture Systems, and Catch Basin Inserts for the OCTA Measure M2 Program, Tier 1 (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Bio Clean Environmental Services, Inc., (hereinafter referred to as "Contractor"), with a place of business at 2972 San Luis Rey Rd., Oceanside, CA 92058. With County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties").

**RECITALS**

WHEREAS, County desires to enter into a Contract for Automatic Retractable Screen Excluders, Connector Pipe Screen Full Capture Systems, and Catch Basin Inserts under this usage Contract; and,

WHEREAS, the Contractor responded to the County-issued Request for Proposals ("RFP") solicitation offering the complete scope of products and services as requested in the solicitation, and Contractor has represented that its proposed products and services shall meet or exceed the County's requirements and specifications as set forth herein with highly qualified and experienced personnel dedicated to provide said goods and services to the County; and,

WHEREAS, Contractor agrees to provide for the procurement and installation of Automatic Retractable Screen Excluders, Connector Pipe Screen Full Capture Systems, and Catch Basin Inserts as more specifically described in the Scope of Work, attached hereto as Attachment A, and incorporated herein; and,

WHEREAS, County agrees Contractor recovers compensation through the program as further set forth in Contractor's Pricing, attached hereto as Attachment B, and incorporated herein; and,

WHEREAS, upon commencement and completion of all services as set forth herein and agreed to by the Parties, Contractor shall assume all responsibilities and obligations inherent with providing for the procurement and installation of Automatic Retractable Screen Excluders, Connector Pipe Screen Full Capture Systems, and Catch Basin Inserts;

**ARTICLES**

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Contractor will provide for the procurement and installation of Automatic Retractable Screen Excluders, Connector Pipe Screen Full Capture Systems, and Catch Basin Inserts, inclusive of, but not limited to, the requirements set forth in the Scope of Work, Attachment A to this Contract.
2. **Term of Contract:** The initial term of this Contract shall become effective upon execution of all necessary signatures and shall continue for one (1) year from that date, unless otherwise terminated by County. This Contract may be renewed upon expiration of the initial term for three (3) additional

one year periods, upon mutual agreement of both Parties. The County is not obligated to give a reason if it elects not to renew. Renewal amendments may require County Board of Supervisors and participating City Council approval.

3. **Contingency of Funding:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State legislative and budget approval; receipt of funds from, and/or obligation of funds by, the State of California to participating Cities, OCTA and the County; and inclusion of sufficient funding for the services hereunder in the budget approved by participating Cities and the County for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract consists of this Contract and all attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
5. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager, as specified in Article 22, "Notices," to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

6. **The County's Project Manager:** The County shall appoint a Project Manager, as specified in Article 22, "Notices," to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

7. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet at a designated location to discuss the Contractor's performance and progress under this Contract, at the request of the County's Project Manager. If requested by County, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
8. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments,

loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

9. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
  - a. **Ownership Rights:** The originals of all artwork and other products and data produced for County FIRST Program under this Contract shall be delivered to, and become the property of the County and/or participating Cities. Copies may be made for Contractor's records, but shall not be furnished to others without written authorization from the County. Such deliverables shall become the sole property of the County and all rights in copyright therein shall be retained by the County.
10. **Title to Data:** All materials, documents, data or information obtained from the County data files or any medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
11. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  1. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  4. Terminate the Contract immediately without penalty.
12. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent ("DPA"), as specified in Article 22., "Notices," by way of the following process:
  - a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested

accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.

13. **Termination – Convenience of the County:** The County may terminate performance of work under this Contract for its convenience in whole, or, from time to time, in part if the County's Project Manager determines that a termination is in the County's interest. The County's Project Manager shall terminate the Contract by delivering to the Contractor a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

After receipt of a notice of termination and, except as directed by the County's Project Manager, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

1. Stop work as specified in the notice of termination;
2. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the contract;
3. Terminate all orders and subcontracts to the extent they relate to the work terminated;
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
5. As directed by the County's Project Manager transfer title and deliver to the County (a) work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, information, and other property that, if the Contract had been completed, would be required to be furnished to the County;
6. Complete performance of the work not terminated; and

At the completion of the Contractor's termination efforts, the Contractor may submit to the County's Project Manager a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the Contractor shall submit a final termination settlement proposal to the County's Project Manager in a format acceptable to the County. The Contractor shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the County upon written request of the contractor within the 90-day period. However, if the County's Project Manager determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.

The Contractor and the County may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory, if any. However, the agreed amount may not exceed the total Contract price as reduced by (a) the amount of payment previously made and (b) the contract price of work not terminated. The Contract shall be amended and the Contractor paid the agreed amount.

If the Contractor and the County fail to agree on the whole amount to be paid because of the termination of work, the County shall pay the Contractor the amounts determined by the County as follows, but without duplication of any amounts agreed on as set forth above:

1. The Contract price for completed services accepted by the County (or sold or acquired) not previously paid for, adjusted for any savings and other charges; and
2. Except to the extent that the County expressly assumes the risk of loss, the County shall exclude from the amounts payable to the Contractor the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the County.

The Contractor shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated Contract or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The Contractor shall have the right to appeal, under the County's protest procedure, any determination made by the County, except that if the contractor failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the contractor under this clause, there shall be deducted:

1. All payment to the Contractor under the terminated portion of this Contract;
2. Any claim which the County has against the Contractor under this or any other contract; and
3. The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the County.

If the termination is partial, the Contractor may file a proposal with the County's Project Manager for an equitable adjustment of the price(s) of the continued portion of the Contract. The County's Project Manager shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 30 days from the effective date of termination unless extended in writing by the County's Project Manager.

The County may:



1. Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the Contractor for their terminated portion of the contract, if the County believes that the total of these payments will not exceed the amount to which the Contractor will be entitled; and
2. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the County upon demand.

In determining the amount payable to the Contractor and notwithstanding any other provision, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the County shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the County, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the County, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

14. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
15. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after participating County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
16. **Contractor's Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for four (4) years after the expiration or termination of this Contract.
17. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by all Parties.
18. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent

amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.

19. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract, and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the participating County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
20. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
21. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:

Bio Clean Environmental Services Inc.  
2972 San Luis Rey Rd. 14000 E. Valley Blvd.  
Oceanside, CA 92058  
Attn: Janet Kent  
O: 760.433.7640  
F: 760.433.3176  
[jkent@biocleanenvironmental.net](mailto:jkent@biocleanenvironmental.net)

Aaron Kent, Project Manager  
[aaron@biocleanenvironmental.net](mailto:aaron@biocleanenvironmental.net)

County:

OC Public Works / Procurement  
Attn: Joe A. Urbano  
OC Public Works  
300 N. Flower Street  
Santa Ana, CA 92703-5000  
O: 714.667.9621  
F: 714.834.4569  
[Joe.urbano@ocpw.ocgov.com](mailto:Joe.urbano@ocpw.ocgov.com)

OCTA:

Orange County Transit Authority (OCTA)  
Attn: Hal McCutchan, OCTA Project Manager  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
O: 714.560.5759  
[hmcutchan@octa.net](mailto:hmcutchan@octa.net)

22. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
23. **Entire Contract:** This Contract, including Attachments A, B, and C which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on the County unless authorized by the County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any selection or delegated by the County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Deputy Purchasing Agent.
24. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
25. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
26. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. The County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by the County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by the County.
27. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after services have been provided.
28. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are

used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold the County and its indemnitees as identified in Article 38, below, and as more fully described in Article 38, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act ("OSHA") and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

29. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article 38, below, it shall indemnify, defend and hold the County and the County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorneys fees, costs and expenses.
30. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the County. Any attempt by Contractor to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of any subcontract shall incorporate by reference and not conflict with the terms of this Contract. At the discretion of the County Project Manager, the County reserves the right to communicate directly with the subcontractor(s) on any aspect of the Contract.

31. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti discrimination law or regulation including, but not limited to, Section 1720 et seq. of the California Labor Code.
32. **Termination:** In addition to any other remedies or rights it may have by law, the County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by the County of its right to terminate the Contract shall relieve the County of all further obligations under this Contract.
33. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

34. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
35. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of the County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through either the participating County.
36. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of the County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
37. **Indemnification and Insurance:**

**Indemnification Provisions:** Contactor agrees to indemnify, defend with counsel approved in writing by the County and any participating Cities, and hold the County and any participating Cities, its elected and appointed officials, officers, employees, agents and those special districts and agencies which the Cities Council's/County's Board of Supervisors acts as the governing Board ("Cities and County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by Contactor pursuant to this Contract. If judgment is entered against Contactor and the County and any participating Cities by a court of competent jurisdiction because of the concurrent active negligence of the County and any participating Cities or the Cities and County Indemnitees, Contactor and the County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer:** The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

This policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this contract with respect to work done by the contractor under the terms of this Contract(except Worker's Compensation/Employers' Liability).. An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights to subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

38. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article 38, above, indemnify, defend, and hold the County and any participating Cities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
39. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
40. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.
41. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to the County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
42. **Confidentiality:** Contractor agrees to maintain the confidentiality of all the County and the County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and

information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

43. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by the County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by the County. Contractor acknowledges that the County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article 38, above, Contractor agrees that it shall defend, indemnify and hold the County and the County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
44. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
45. **Pricing:** The Contract price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
46. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
47. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
48. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
49. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
50. **Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
51. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
52. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever



in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

53. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
54. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

55. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by the County, and hold harmless, the County and any participating Cities, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**56. Prevailing Wage (Labor Code 1773):**

Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing wage rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

57. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

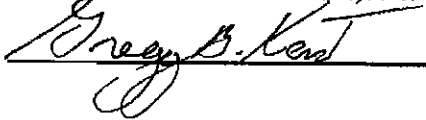
The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

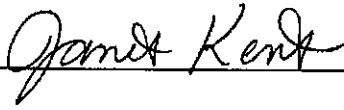
58. **Usage:** No guarantee is given by the County to the contractor regarding usage of this contract. Usage figures, if provided, are approximate, based upon the last usage. The contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the contract, regardless of quantity requested.

**Contract Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown below their respective signatures below.

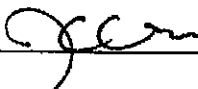
**BIO CLEAN ENVIRONMENTAL SERVICES, INC.**

By   
Print Name Gregory B. Kent  
Title President  
Corporate Officer  
Date February 11, 2011

By   
Print Name Janet Kent  
Title Vice President  
Corporate Officer  
Date February 11, 2011

**COUNTY OF ORANGE**

A political subdivision of the State of California

By   
Print Name J. A. Urbano  
Title Admin. Manager I  
Date 2/14/11

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

**ATTACHMENT A  
SCOPE OF WORK**

**FOR**

**Automatic Retractable Screen Excluders, Connector Pipe Screen Full Capture Trash Systems, and  
Catch Basin Inserts**

**I. Background**

The Orange County Transportation Authority's (OCTA) Environmental Cleanup Program (ECP) provides a 2 percent allocation of annual Measure M2 (M2) gross revenues to improve overall water quality in Orange County from transportation-related pollution. ECP funds can be used to implement street and highway-related water quality improvement projects. These funds will assist Orange County cities and the County of Orange to meet federal Clean Water Act standards for urban runoff through the purchase and installation of recognized structural best management practices (BMPs). In addition, third parties, such as water and wastewater public entities, environmental resource organizations, and homeowners associations may nominate projects through a public agency that is willing and able to take responsibility for carrying out and maintaining the project.

The ECP's Tier 1 Grant Program consists of funding purchases and upgrades to existing catch basins with BMPs, such as screens, filters, inserts, and other "street-scale" flow projects. The Tier 1 Grant Program is designed to supplement, not supplant; existing transportation related water quality programs. Funds will be awarded to the highest cost-effective projects that improve water quality. The complete Tier 1 funding guidelines can be viewed online at [www.octa.net/water](http://www.octa.net/water).

A total of up to \$19.5 million is available for the Tier 1 program over a seven-year window from fiscal year 2011-12 through fiscal years 2017-18. For this initial call of projects, approximately \$2.8 million will be available for fiscal year 2011-12. The sequence of call for projects for the remaining time period will cover two, three-year periods encompassing fiscal years 2012/2013 thru 2014/2015 and 2015/2016 thru 2017/2018..

**II. Description of Project**

The purpose of this Scope of Work is to assemble a panel of vendors to achieve economies of scale on a list of fixed unit prices for the purchase and installation of automatic retractable screen (ARS) excluders, connector pipe screen (CPS) full capture trash systems, and catch basin inserts, herein referred to as "Storm Water Devices".<sup>1,2,3</sup> **Submitted proposals must include both equipment purchases and installation. For purchases and installation related to catch basin inserts, submitted proposals will only be accepted if either ARS and/or CPS units are included. As such, submitted proposals only for catch basin inserts purchases and installation will not be accepted.**

Selected vendors will be part of a Master Agreement between the Orange County's Public Works and OCTA, which will allow awarded entities to select from a listing of vendors to provide, supply, fabricate, construct, deliver, and install Storm Water Devices. As such, the goal of this Project is to establish a

<sup>1</sup> This Specification of Work is solely for the purchase and installation of automatic retractable screen (ARS) excluders, and connector pipe screen (CPS) and catch basin inserts full capture trash systems as a means of achieving economies of scale. Eligible entities can submit Tier 1 proposals without participating in the discussed Master Agreement and/or for devices that is not covered within this RFP.

<sup>2</sup> Proposals will not be accepted solely for equipment purchases or installations.

<sup>3</sup> Based on a January 2010 Countywide Survey, twenty entities indicated interest in obtaining ECP funds for approximately 10,000 storm water units.

Master Agreement that achieves strategic savings that would benefit the County and OCTA to act as the purchasing and contract administrators for eligible entities. *Proposals that do not provide a discounted price that offer economies of scale that are more than standard bulk pricing/installation listing will not be considered.* Proposals will not be accepted solely for equipment purchases or installations. Awarded ECP entities are not obligated to utilize the selected vendors. In addition, if an awarded entity is a party to this Master Agreement, a separate agreement, City Council resolution, or other protocol may be necessary with the selected vendor(s).

Each selected vendor will be under contract with the County of Orange's Public Works Department and OCTA, but will take primary direction from an awarded entity. Vendors will directly invoice and be paid by the awarded entity.

### **III. Minimum Eligibility Qualifications**

#### **A. Full Trash Capture Definition for Connector Pipe Screens and Catch Basin Inserts**

All Connector Pipe Screens installed and Catch Basin Inserts as part of this project must *trap all particles retained by a 5 mm mesh screen.*

For automatic retractable screens (ARS), the following hydraulic and operation criteria should be met.

#### **B. Hydraulic Criteria**

- When in the open position, the ARS must not reduce the hydraulic capacity of the catch basin by more than 10% over the mid and high flow range of the catch basin.

#### **C. Operation Criteria**

- The ARS should open during storm events. Jurisdiction's needs may vary and may require opening when there is as little as 1.5 inch of curb depth or deeper.
- In the closed position, the screen must be locked to prevent inadvertent opening. If springs are used to hold the screens closed, a minimum force of 25 pounds must be required to open the screen.
- The ARS must close and lock after the storm event has passed.
- The ARS must remain open when the water in the catch basin rises to the level of the street flow line.
- The ARS must not interfere with the placement of a connector pipe screen (CPS) unit and/or catch basin insert. Conversely, the ARS must operate properly with a CPS unit and/or catch basin insert in place.
- The ARS must open as required above when the screen is partially blocked with trash.
- The ARS must have a 1.5 inch opening between the top of the screen and the catch basin face plate and must open when water flows into this opening.

#### **D. Additional Requirements**

- Be prepared to deliver and/or install device(s) within two months of receipt of orders.
- Warranty parts and labor for a minimum of 10 years.

#### **IV. Equipment Design and Specifications Report**

All proposals shall include information pertaining to the proposed storm screen equipment, including, but not limited to: product description, design, engineering, siting, operational, and maintenance. The following information should be summarized in an Equipment Design and Specification Report (Report) for each proposed item in the given order as listed below. *A submittal that does not address all aspects of the following evaluation criteria and/or cannot be readily located within the Report will be deemed incomplete, and may be grounds for disqualification from the RFP.*

##### **A. Description/Design/Engineering**

- Describe how the equipment meets the full trash capture definition. For any proposed ARS; the minimum hydraulic and operation criteria must be met. If applicable, indicate if equipment is listed or going to be listed within the Los Angeles and/or San Francisco Bay Regional Water Quality Control Boards' full trash capture certification program. Include a copy of the full trash capture certification letter in the submittal.
- A detailed description of the equipment and design elements, inclusive of sizing (smallest to largest workable catch basins dimensions) and geometry (include diagrams or CAD files).
- Specificity to location or catch basin/pipe design and/or standardized installation.
- Materials used to construct the equipment (i.e., stainless steel, grade, plastic, etc.).
- Flow or range of flows for which equipment is rated (in cubic feet per second).
- Estimated design life of the equipment.

##### **B. Performance Effectiveness for Connector Pipe Screens and Catch Basin Inserts<sup>4</sup>**

- Performance effectiveness in reducing targeted pollutants and associated transportation related water quality impacts (include independent analyses if any).
- Trash capture and storage capacity of the equipment
- Overflow or bypass flow capacity of the equipment when full of trash and overflowing (i.e., storage capacity of the equipment when the one-year, one hour storm is no longer fully filtered).
- Maximum overflow or bypass flow capacity of the device (i.e., 10-year storm event)

##### **C. Siting, Operational, and Maintenance**

<sup>4</sup> Due to ARS being retractable, performance effectiveness is difficult to access, however; if there is any information please provide.

- Description of vendor's installation process including consultation and review of device locations with County staff, traffic control during installation, and estimated time required to install each device.
- Description of the site-specific measurements and other information, the County must provide the vendor for determining the appropriate size and configuration of the device for that location.
- A discussion of any regulatory permits that may be required for installation.
- Maintenance requirements (describe in detail how the device must be maintained and the approximate amount of time required for cleaning or maintenance event. In addition, discuss whether the device has design capabilities for easy removal for cleaning or maintenance)
- Durability against external factors, such as street sweeping, car parking, etc.
- Availability of replacement parts and life expectancy
- Warranty coverage and duration
- Aesthetics and safety
- Any key factors that makes the device unique compared to other products

**D. Vendor's Installation Background**

- Ability of vendor to have staff and/or subcontractor(s) to manufacture device and provide installation to eligible entities within Orange County.
- Experience, background, training, and number of staff and/or subcontractor(s) who will fabricate and/or install device.

**E. Operating Locations, References, and Certifications**

- A minimum of three locations, inclusive of address or nearest intersection, and photos of device in operation within southern California, preferably Orange County
- References from three public agencies. Each reference must include the name of the public agency with contact person, description and City location of the services provided, date(s) of services and contract amount for projects similar to the services requested in this Scope of Work.
- Certifications obtained from public agencies and/or Regional Water Quality Boards

**V. Project Management, Coordination, and Administration**

A kick-off meeting with Contractor(s) and the County and OCTA shall be held to discuss the contractual terms of the Master Agreement. This will establish management, coordination, and administration protocols, and address other issues, as necessary, to ensure that the contractual terms are met. The

Vendor's Project Manager shall communicate and coordinate in a timely manner all work and progress with the County's Purchasing and Contract Services Manager and OCTA's ECP Manager.

A monthly progress report detailing the storm water purchases and installation per awarded entity shall be prepared by the Vendor's Project Manager and submitted to the County's Purchasing and Contract Services Manager and OCTA's ECP Manager.

Monthly progress report(s) shall be received no later than the tenth (10th) calendar day of the month. The progress reports shall include the ongoing status of work, significant accomplishments, problems encountered and anticipated with potential solutions, and work planned for the next month (by task and responsible person). In addition, Contractor will be responsible for developing a Tier 1 Program spreadsheet to capture information from awarded ECP entities. The database will contain the following:

- Name of Entity
- Contact Name
- Contact Phone Number
- Contact E-mail Address
- Date of Installation
- Device inventory number, name, and type
- Size/capacity of device
- Location of installations (catch basin ID and nearest cross-section, inclusive of depicting locations within a GIS map on an entity basis as well as a countywide basis.
- Catch basin dimensions)
- Outflow pipe diameter if applicable
- Best estimate of catchment area
- Anticipated number of installations within the next month.



**ATTACHMENT B  
STAFFING PLAN**

**1. CONTRACTOR KEY PERSONNEL**

<b>Name</b>	<b>Classification/Designation</b>	<b>Years of Experience</b>	<b>Licenses/Certifications (include license number)</b>
Aaron Kent	Project Manager	5	
Zach Kent	Stormwater Engineer	6	
Greg B. Kent	General Contractor	26	
Kirk Vallejo	Stormwater Consultant	2	
Mark Sloop	Project Manager	5	

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to COUNTY written approval. COUNTY reserves the right to have any of Contractor personnel removed from providing services to COUNTY under this AGREEMENT. COUNTY is not required to provide any reason for the request for removal of any Contractor personnel.

**2. SUBCONTRACTOR(S) (IF APPLICABLE)**

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor subcontractors in any given project function shall be allowed only with prior written approval of the COUNTY Project Manager.

<b>Company Name &amp; Address</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>

**ATTACHMENT C  
COST SUMMARY**

- I. COMPENSATION:** This is a usage contract between COUNTY and Bio Clean Environmental Services Inc., hereinafter referred to as Contractor, for services provided in accordance with Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The OCTA/County shall have no obligation to pay any sum. Payment is to be fully recovered from the successful completion of individual property owner projects.

**PRICING:** The following two objectives have been satisfied through contract pricing:

1. Pricing is based on device sizing including breaks or discounts for quantity orders. Pricing shall include installations. Identify if pricing is per lineal foot or for entire units. If costs differ based on materials, contractor will provide a separate pricing module.
2. Volume based pricing has been established. As the program grows the economies of scale will benefit Orange County taxpayers and program participants.

<b>Bio Clean Environmental Services Inc.</b>					
<b>Bio clean standard curb inlet basket with easy maintenance shelf system</b>					
length	Qty: 0 - 50	Qty: 51 - 100	Qty: 101 - 199	Qty: 200 - 499	Qty: 500 +
4' or less	\$1,060.00	\$1,025.00	\$995.00	\$718.00	\$500.00
4.1' - 6'	\$1,315.00	\$1,175.00	\$1,130.00	\$1,085.00	\$1,031.00
6' - 10'	\$1,825.00	\$1,340.00	\$1,365.00	\$1,315.00	\$1,249.00
10.1' - 16'	\$1,530.00	\$1,770.00	\$1,705.00	\$1,643.00	\$1,560.00
Greater than 16'	\$2,020.00	\$1,950.00	\$1,880.00	\$1,812.00	\$1,721.00
<b>Bio clean high capacity round curb inlet basket with easy maintenance shelf system</b>					
length	Qty: 0 - 50	Qty: 51 - 100	Qty: 101 - 199	Qty: 200 - 499	Qty: 500 +
4' or less	\$1,210.00	\$1,170.00	\$1,125.00	\$1,083.00	\$1,028.00
4.1' - 6'	\$1,415.00	\$1,365.00	\$1,315.00	\$1,267.00	\$1,203.00
6' - 10'	\$1,590.00	\$1,535.00	\$1,480.00	\$1,426.00	\$1,354.00

10.1' - 16'	\$1,900.00	\$1,730.00	\$1,770.00	\$1,707.00	\$1,621.00
Greater than 16'	\$2,085.00	\$2,015.00	\$1,945.00	\$1,875.00	\$1,781.00
<b>Bio Clean grate inlet skimmer box (length x width x depth)</b>					
length	Qty: 0 - 50	Qty: 51 - 100	Qty: 101 - 199	Qty: 200 - 499	Qty: 500 +
18x18x24	\$808.00	\$757.00	\$725.00	\$694.00	\$659.99
24x24x24	\$848.00	\$793.00	\$780.00	\$725.00	\$690.00
24x36x24	\$901.00	\$846.00	\$810.00	\$757.00	\$688.00
36x36x24	\$976.00	\$918.00	\$880.00	\$842.00	\$800.00
36x48x24	\$1,205.00	\$1,128.00	\$1,100.00	\$1,032.00	\$980.00
<b>Trash Guard</b>					
length	Qty: 0 - 50	Qty: 51 - 100	Qty: 101 - 199	Qty: 200 - 499	Qty: 500 +
23"	\$585.00	\$550.00	\$529.00	\$521.00	\$513.00
28"	\$610.00	\$574.00	\$550.00	\$542.00	\$534.00
34"	\$680.00	\$642.00	\$614.00	\$605.00	\$595.00
10.1' - 16'	\$ -	\$ -	\$ -	\$ -	\$ -
Greater than 16'	\$ -	\$ -	\$ -	\$ -	\$ -

**II. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

**III. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County or participating Cities during the term of this Contract not otherwise specified and provided for within this Contract.

- IV. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed and funding disbursement of the individual projects, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and the participating City. Invoices shall be verified and approved by the County of Orange or the participating City and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County or participating Cities for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County or the participating City shall not preclude the right of the OCTA or the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- V. PAYMENT- INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead to the County or participating City Entity and a copy of the invoice to OCTA project manager. Each invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of City agency/department
4. Delivery/service address
5. Contract number
6. Service/Installation Date
7. Description of Tasks/Services (as specified above)
8. Hourly Rate, Classification/Title and Number of Hours for each Task/Service
9. Total
10. Taxpayer ID number

The responsibility for providing an acceptable invoice to the County or the participating City for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Copies of invoices and support documentation are to be forwarded to:

OC Public Works/Purchasing Attn: Accounts Payable 300 N. Flower Street Santa Ana, CA 92703-5000	Orange County Transportation Authority Attn: Mr. Roger Lopez, Manager, Local Measure M Program 550 South Main Street P.O. Box 14184 Orange, CA 92863-1584
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**EXHIBIT 1**  
**ORANGE COUNTY CHILD SUPPORT ENFORCEMENT**  
**CERTIFICATION REQUIREMENTS**

In order to comply with child support enforcement requirements of Orange County, within 10 days of award of contract, the successful contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

*"I certify that **BIO CLEAN ENVIRONMENTAL SERVICES, INC.** is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract MA-080-11011795 with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

After notification of award, the successful contractor may use the forms supplied herein, to furnish required information listed above.

**ORANGE COUNTY CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"I certify that BIO CLEAN ENVIRONMENTAL SERVICES INC. is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract MA-080-11011795 with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.*

---

Authorized Signature

Name

Title

**EXHIBIT II**

**EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

California Senate Bill 542 requires businesses and government entities to report specified information regarding independent Consultants to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a contract for services performed for that business or government entity either in or outside of California.

To comply with the reporting requirements of SB 542, County procedures for contracting with independent contracts mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

_____	_____	_____
First Name	Middle Initial	Last Name
SSN _____	_____	
Contract No. _____	_____	
Start Date _____	Expiration Date _____	_____
Dollar value of Contract _____	_____	



AMENDMENT #4 (RENEWAL)  
FOR  
AUTOMATIC RETRACTABLE SCREEN EXCLUDERS,  
CONNECTOR PIPE SCREEN FULL CAPTURE SYSTEMS AND CATCH BASIN INSERTS

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Bio Clean Environmental Services, Inc., with a place of business at 2972 San Luis Rey Rd., Oceanside, CA 92058, (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

RECITALS

WHEREAS, the County and Contractor entered into Contract MA-080-11011795, for Automatic Retractable Screen Excluders, Connector Pipe Screen Full Capture Systems, and Catch Basin Inserts, effective February 14, 2011 through February 13, 2012, (hereinafter referred to as "Contract"); and

WHEREAS, County and Contractor issued Amendment #1 to extend Contract expiration date to June 30, 2012; and,

WHEREAS, County and Contractor renewed Contract for one (1) additional year, effective July 1, 2012 through June 30, 2013; and,

WHEREAS, County and Contractor renewed Contract for one (1) additional year, effective July 1, 2013 through June 30, 2014; and,

WHEREAS, both Parties now desire to amend the Contract to renew for one (1) additional year; and,

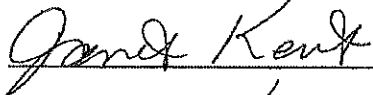
NOW THEREFORE, the Parties agree as follows:

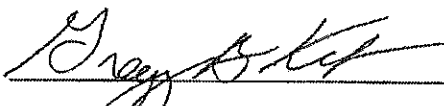
ARTICLES

1. The term of the Contract shall be renewed for a period of one (1) year effective July 1, 2014 through June 30, 2015.
2. Article "2. Term" of the Contract shall be amended to read in its entirety as follows:
  2. Term: Contract shall be effective July 1, 2014 and shall continue for one year from that date, unless otherwise terminated as provided herein.
3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

**BIO CLEAN ENVIRONMENTAL SERVICES, INC.**  
a State of California corporation

By   
Print Name Janet Kent  
Title Vice President  
Corporate Officer  
Date 1-8-14

By   
Print Name Gregory B. Kent  
Title President  
Corporate Officer  
Date 1-8-14

**COUNTY OF ORANGE,**  
a political subdivision of the State of California

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title Deputy Purchasing Agent  
Date \_\_\_\_\_

\*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

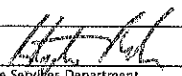
# CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

Fiscal Year: 2014-15

Department: Public Works

Requested By: Allan Rigg

City Council Approval: \_\_\_\_\_

Availability of Funds:   
Administrative Services Department

BA # 2015-16

Date: January 28, 2015

Title: Public Works Director

Date: February 10, 2015

Title: Administrative Services Director

Transfer		Current Budget	Increase (Decrease)	Amended Amount
Account Description	Account Number			
1 Measure M Grants	220-0000-432145	\$ -	\$ 120,000	\$ 120,000
2 Catch Basin Grant	220-3600-740141	\$ -	\$ 120,000	\$ 120,000
3				
4				
5				
6				
7				
8				
9				
10				

## JUSTIFICATION:

To record revenue and expenditure relating to Measure M2 catch basin grant.

## Budget Adjustment Request Approved:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

## Budget Adjustment Processed:

\_\_\_\_\_  
Date posted

\_\_\_\_\_  
Entered by

\*\*\* PRINT ON BLUE PAPER ONLY \*\*\*

## CITY OF STANTON

### PUBLIC WORKS CONTRACT

### CATCH BASIN INSERTS INSTALLATION PROJECT

#### I.

This Contract is made and entered into on the February 10<sup>th</sup> day of 2015, by and between the City of Stanton, a California General Law Municipal Corporation ("City") and Bio Clean Environmental Services, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Contract MA-08011011795 (Contract entered with OCTA and Amendment no. 4)
  - a. List of Specific Locations Within City of Stanton (as MA-08011011795 specifies, Contractor is responsible for procurement and installation of Catch Basin Inserts in all locations listed in the attached list titled: Bio Clean Round Curb Inlet Filter)
- B. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- C. Notice Award
- D. Notice to Proceed
- E. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- F. Public Improvement Warranty

Each of such documents in their entirety are incorporated herein by this reference as if set forth in full.

#### II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$ 107,533.44

#### III. BONDS

Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, said bonds to be secured from a surety company admitted and authorized to do business in California as such.

#### IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

**Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City.** Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the

performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

## V. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

All insurers shall be admitted and authorized to do business in California as insurance carriers.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the insurance coverage

above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

#### VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of ~~thirty three thousand~~ <sup>One hundred seven thousand five hundred</sup> ~~thirty three 441,533.47~~ <sup>1108</sup> subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

#### VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within Twenty (20) working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a

reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

### VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

#### IX.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

#### X.

The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

#### XI.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.



IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

CITY OF STANTON:

[NAME OF CONTRACTOR]:

By: \_\_\_\_\_  
CITY MANAGER

By: Janet Kent  
(Corporate Officer)

Title: Vice President

Print Name: Janet Kent

ATTEST:

By: \_\_\_\_\_  
Interim CITY CLERK

By: Janet Kent  
(Corporate Officer)

APPROVED AS TO FORM:

Title: Secretary

Print Name: Janet Kent

By: \_\_\_\_\_  
CITY ATTORNEY

NOTARY REQUIRED

Bond No. \_\_\_\_\_ Bond Premium \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

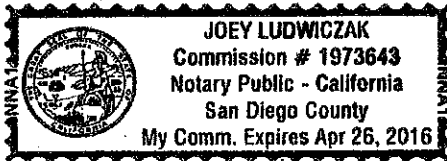
State of California )

County of SAN DIEGO )On FEB 2, 2015 before me, JOEY LUDWICZAK, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared JANET KENT  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



(760) 433-7640 Fax (760) 433-3176  
P O Box 869

# CONTRACT

DATE	CONTRACT NO.
1/22/2015	5161

<b>CUSTOMER NAME</b> OC Public Works Attn: Accounts Payable 300 N. Flower Street Santa Ana, CA 92703-5000			<b>SHIP TO</b> OCTA - City of Stanton - RFP 080-591792 - CIB HC Tier 2 Round 3 Stanton, CA		
<b>P.O. NO.</b>	<b>PAYMENT TERMS</b>	<b>REP</b>	<b>FOB</b>	<b>PROJECT</b>	
	Net 30			OCTA Stanton Round 3	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>COST</b>	<b>TOTAL</b>	
CIB-Round	CIB High Capacity Round 0' - 4' - Basin ID #'s (6, 27, 63, 64 - City Hall 1, 2, 3, 5)	8	1,170.00	9,360.00T	
CIB-Round	CIB Round High Capacity 6.1' - 10' Basin ID #'s (3, 8, 9, 10, 22, 23, 26, 28, 52, 53, 55, 11, 12, 13, 14, 16, 25, 30, 31, 56, 57, 60, 62 - City Hall 4)	24	1,535.00	36,840.00T	
CIB-Round	CIB Round High Capacity 10.1' - 16' (25 @ \$1,730.00) Basin ID #'s (1, 17, 18, 20, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, 47, 49, 51, 59)	21	1,730.00	36,330.00T	
CIB-Round	CIB High Capacity Round - Greater than 16' (8 @ \$2,015.00) Basin ID #'s (7, 24, 29, 54, 2, 4, 5, 15)	8	2,015.00	16,120.00T	
GISB	Grate Inlet Skimmer Box 31-31-24 Basin ID #'s (City Hall 6) Note: Can't filter #'s 6, 21, 34, 43, 48, 50, 58, 61 & 19 as the basin 4" in depth Sales Tax	1	918.00	918.00T	
			8.00%	7,965.44	
			<b>CONTRACT TOTAL \$107,533.44</b>		

**SIGNATURE**

**DATE**

By signing this Contract customer agrees:

- 1) Parties agree to all terms contained within the sales contract.
- 2) To take delivery w/in 30 days or of agreed upon date or pay 3% of Contract Total per month storage fees.
- 3) Allow 30 days from filter order for delivery.
- 4) Rush orders subject to 20% rush charge.
- 5) Pay per terms of this Contract or pay monthly service charge of 1.5% of Contract Total plus attorney fees and costs of collection.
- 6) Pricing includes standard liability coverage. Any additional insurance requirements may result in increased costs.
- 7) Traffic Control is not included in contract.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** February 10, 2015

**SUBJECT: PERMIT PARKING CONSIDERATION FOR ASBURY AVENUE AND MIDDLESEX DRIVE**

### **REPORT IN BRIEF:**

The City has received a petition to establish a permit parking area for Asbury Avenue and Middlesex Drive. The petition is submitted for City Council consideration.

### **RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare that this project is not subject to the California Environmental Quality Act (CEQA) because it is not a "project" as defined by CEQA; and
3. Adopt Resolution No. 2015-05 establishing a 24-hour permit parking area for Asbury Avenue and Middlesex Drive.

### **BACKGROUND:**

On January 15, 2015, City staff reviewed a completed petition to implement a permit parking program for the neighborhood at Asbury Avenue and Middlesex Drive (Attachment A). The community requested that 24-hour permit parking be established on these streets (Attachment B). The total number of homes in the area is 13. As part of the Permit Parking Guidelines, 67% of residents or homeowners in the area must vote to approve the new permit parking area. Moreover, this requested permit parking area is adjacent to an existing permit parking area which includes Idywild Drive, Courson Drive, and Ramblewood Drive. If approved the requested permit parking area would be added to the existing area.

**ANALYSIS/JUSTIFICATION:**

In total 10, homeowners and/or tenants voted in favor of establishing permit parking which surpasses the minimum required vote of 9. The following table summarizes the total vote count:

<b>Proposed Streets</b>	<b>Yes</b>	<b>No</b>	<b>Blank/Missing/ Not Submitted</b>	<b>Total Homes</b>	<b>% Of Yes Vote</b>
Asbury Avenue	6	0	0	6	
Middlesex Drive	4	0	3	7	
<b>Total</b>	<b>10</b>	<b>0</b>	<b>3</b>	<b>13</b>	<b>77%</b>

If the City Council establishes the requested permit parking area, residents who desire permit parking passes must obtain them from City Hall every two years. Only those residents who live in the designated permit parking area are eligible to receive them. All residents are not required to obtain permit parking passes, only those that would like to park on the street. Each residence in this neighborhood is a single-family detached home with a two-car garage and a driveway that can accommodate a total of four vehicles parked on their private property. However, if residents desire parking passes, the first two can be obtained for free while the third and fourth cost \$25 each and guest parking passes are \$5 for the first and \$25 for the second. If a resident or non-resident has an existing Disabled Person Parking Placard or license plate, he may park on the City street without a parking permit as allowed under the California Vehicle Code.

As required by the permit parking guidelines (Attachment C), if the City Council adopts Resolution No. 2015-05, within 60 days, 50% of the households within the permit parking area must register for parking permits. If the 50% requirement is not met, the City Council approval shall automatically, without further notice, additional public hearing or City Council action, be deemed rescinded. In the event of such rescission, no new area resident petition for the same, or substantially the same area shall be accepted by the City until the expiration of a minimum 6 months following the effective date of such rescission.

**FISCAL IMPACT:**

City costs will be offset by issuance fees charged to residents obtaining permit parking passes.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the California Environmental Quality Act (CEQA) the project has been determined to be categorically exempt under Section 15301, Class 1 and Section 15332 Class 32.

**PUBLIC NOTIFICATION:**

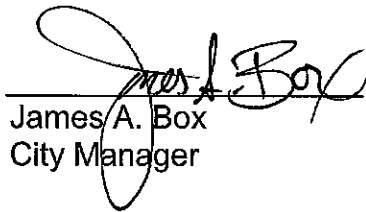
Through the regular agenda posting process.

Prepared By:

A handwritten signature in black ink, appearing to read 'Omar Dadabhoy', written over a horizontal line.

Omar Dadabhoy  
Community Development Director

Concur:

A handwritten signature in black ink, appearing to read 'James A. Box', written over a horizontal line.

James A. Box  
City Manager

**Attachments:**

- A. Resolution No. 2015-05
- B. Vicinity Map
- C. Permit Parking Guidelines

## **RESOLUTION NO. 2015-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, TO ESTABLISH 24-HOUR PERMIT PARKING FOR ASBURY AVENUE SOUTH OF IDYLWILD DRIVE ALONG THE WEST SIDE OF THE STREET TO MIDDLESEX DRIVE AND ALONG THE EAST SIDE OF THE STREET TO LOWELL STREET AND BOTH SIDES OF MIDDLESEX DRIVE BETWEEN ASBURY DRIVE AND LOWDEN STREET**

**WHEREAS**, Section 10.08.060 of the Stanton Municipal Code provides that the City Council may, by resolution, designate that certain streets be restricted to permit parking only under a preferential parking system for the residents adjacent to such streets, pursuant to the requirements of Vehicle Code Section 22507; and

**WHEREAS**, residents who live along positions of Asbury Avenue and Middlesex Drive, in Stanton submitted a petition to the City, which was signed by not less the two-thirds (2/3) of the households within the proposed permit parking area; and

**WHEREAS**, the requirements to establish a permit parking in the aforementioned area, as set forth in the City's adopted Permit Parking Guidelines, have been met; and

**WHEREAS**, attached hereto, marked as Exhibit "A," and incorporated herein by this reference, is a vicinity map of the permit parking area to be established and to be restricted pursuant to the terms of this Resolution; and

**WHEREAS**, all legal prerequisites prior to the adoption of this Resolution have occurred; and

**WHEREAS**, in accordance with the requirements of the California Environmental Quality Act (CEQA) the project has been determined to be categorically exempt under Section 15301, Class 1 and Section 15332 Class 32.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:**

**SECTION 1:** The City Council finds that the facts, findings and conclusions set forth above are true and correct.

**SECTION 2:** That a 24-hour permit parking area for Asbury Avenue south of Idylwild Drive along the west side of the street to Middlesex Drive and along the east side of the street to Lowell Street and both sides of Middlesex Drive between Asbury Avenue and Lowden Street.

**SECTION 3:** The City Engineer is authorized to place signs restricting parking for permit parking.

**SECTION 4:** The City Clerk shall certify as to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 10th day of February, 2015.

\_\_\_\_\_  
ALEXANDER A. ETHANS, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Luz A. Rodriguez, Interim City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-05 has been duly signed by the Mayor and attested by the Interim City Clerk, all at a regular meeting of the Stanton City Council, held on February 10, 2015, and that the same was adopted, signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
LUZ A RODRIGUEZ, INTERIM CITY CLERK



## **Exhibit A**

### **Permit Parking Area Map**

# Proposed New Permit Parking

## EXHIBIT A

### PERMIT PARKING PROGRAM GUIDELINES

#### Section I – Introduction

1. The permit parking program is intended to preserve and protect the integrity of residential neighborhoods from excess intrusion of parked vehicles belonging to persons residing outside the neighborhood.
2. Objectives
  - a. The permit parking program seeks to minimize the impact to residential neighborhoods caused by parked vehicles belonging to persons outside the neighborhood.
  - b. The permit parking program seeks to effectively meet the needs of the individual neighborhoods participating in the permit parking program.

#### Section II – Procedures to Establish a Permit Parking Area

1. Area Resident Petition
  - a. Residents requesting a neighborhood area be added to the program must submit a petition, supplied by the City, signed by not less than two-thirds (2/3) of the households within the proposed permit area. (Only one vote can be cast per household from either the property owner or tenant.) If the submitted petition does not include the signatures of at least two-thirds (2/3) of the subject households, the petition fails to qualify. The residents then must observe a minimum six (6) month waiting period to reapply.
  - b. Permit areas may be established by residents that can include select street blocks or street segments, sides of streets or whole blocks.
2. City Council Initiation
  - a. The City Council may request the matter of establishing a permit parking area be scheduled for a public hearing before the City Council
3. City Manager Initiation
  - a. The City Manager may place a request on the City Council agenda for City Council consideration of the initiation of a permit parking area.

#### Section III – Permit Parking Program Alternatives

1. 24-hour Parking Permit
  - a. On-street parking permits would be required 24 hours per day within the permit parking area.
2. Overnight Parking Permit

- a. On-street parking permits would be required only for overnight parking within the permit parking area.
- 3. Modified Hours Parking Permits
  - a. On-street parking permits would be required only during specified hours within the permit parking area, as incorporated into petition.

#### Section IV – Parking Permits; Types, Number per Household and Fees

##### 1. Resident Permit

- a. Renewed bi-annually every two years during months of November and December.
- b. Permits will be color-coded specific to each permit parking area and year of issue.
- c. Each household eligible for two (2) residents permits issued at no cost.
- d. Two (2) additional resident permits may be issued to each household for a fee of \$25 per permit.
- e. Maximum number of four (4) resident permits may be issued to each eligible household within the permit parking area.
- f. Each household may be eligible for up to four free parking permits, if the resident is living below the federal poverty line as confirmed by the latest year's tax returns.
- g. Proof of vehicle registration address required for issuance of resident permit.
- h. Permit must be permanently affixed to registered vehicle

##### 2. Guest Permit

- a. No renewal required.
- b. Maximum number of two (2) guest permits may be issued to each eligible household within the permit parking area.
- c. An issuance fee of \$5 will be required for the first guest permit.
- d. An issuance fee of \$25 will be required for the second guest permit.
- e. Permit will be the hanging reflective-type and must be readily visible when in use.

##### 3. Temporary Permit

- a. Valid for a ninety-day (90) period only.
- b. Temporary permits are intended to be used when a household has purchased a new vehicle, long-term household guests or other similar situations. It is not a substitute for a resident permit or guest permit.
- c. Temporary permits will be vehicle specific.
- d. Maximum number of two (2) temporary permits may be issued to each eligible household within the permit parking area at any given time.
- e. An issuance fee of \$35 per permit shall required for the first temporary permit, \$10 of which is a refundable deposit when the permit has been returned to the City.

- f. An issuance fee of \$35 per permit shall be required for the two (2) temporary permit(s)
- 4. Special Event Permit
  - a. Valid for a specific twenty-four (24) hour period, as indicated on the permit.
  - b. No maximum number of special event permit that may be issued to an eligible household in the permit parking area.
  - c. One week notice to City required for issuance of special event permit, with the exception of an immediate family emergency.
  - d. Special event permits will be color-coded specific to each particular permit parking area.

#### Section V – City Council Action

- 1. Upon receipt and verification of signatures of residents' petition a noticed public hearing will be scheduled for City Council consideration of request.
- 2. Public hearing will be noticed subject to provisions of Section 10.08.060 of the Stanton Municipal Code.
- 3. Upon closure of the public hearing, the City Council may adopt a resolution establishing the permit parking area.
- 4. Within sixty (60) days of City Council adoption of the resolution, fifty percent (50%) of households within the permit parking area shall register for parking permits. If the fifty percent (50%) requirement is not met, the City Council approval shall automatically, without further notice, additional public hearing or City Council action, be deemed rescinded.
- 5. In the event of such a rescission, no new Area Resident Petition for the same, or substantially the same, area shall be accepted by the City until the expiration of a minimum six (6) months following the effective date of such rescission.

#### Section VI – Procedures to Dissolve an Adopted Permit Parking Area

- 1. A permit parking area may be dissolved upon
  - a. Submission of residents petition, or
  - b. City Council initiation
- 2. Said process shall follow the procedures as provided in Sections II and IV, establishing a permit parking area and City Council action.

# CITY OF STANTON

## REPORT TO CITY COUNCIL AND STANTON SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

**TO:** Honorable Mayor and Members of the City Council  
Honorable Chair and Members of the Agency Board

**DATE:** February 10, 2015

**SUBJECT: APPROVAL OF AN AGREEMENT REGARDING EXPENDITURE OF  
EXCESS BOND PROCEEDS BETWEEN THE STANTON SUCCESSOR  
AGENCY AND THE CITY OF STANTON**

**REPORT IN BRIEF:** Staff is recommending that the City Council and Successor Agency approve an agreement to allow for the expenditure of former Stanton Redevelopment Agency bond funds for the construction of Stanton Central Park.

### RECOMMENDED ACTION:

1. That the City Council and Successor Agency declare that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15378 (b)(4); and
2. That the City Council adopt Resolution No. 2015-08 approving an Agreement Regarding Expenditure of Excess Bond Proceeds between the Stanton Successor Agency and the City of Stanton; and
3. That the Successor Agency adopt Resolution No. 2015-01 approving an Agreement Regarding Expenditure of Excess Bond Proceeds between the Stanton Successor Agency and the City of Stanton,

### BACKGROUND:

The legislation that dissolved redevelopment agencies, AB 1x 26 and AB 1484 collectively (the "Dissolution Law") also prescribes the procedures to be followed for winding down the former redevelopment agency's affairs.

The Dissolution Law provides that after the Successor Agency to the Redevelopment Agency has received a Finding of Completion from the state Department of Finance ("DOF"), the Successor Agency may enter into an agreement to list obligations to expend excess bond proceeds, so long as the expenditures are consistent with the bond covenants and used within the boundaries of the former Redevelopment Agency Project Area. The Successor Agency for the City of Stanton received its Finding of Completion from DOF on April 15, 2013.

#### **ANALYSIS/JUSTIFICATION:**

The proposed Agreement Regarding Expenditure of Excess Bond Proceeds would authorize the Successor Agency to transfer excess bond proceeds from the Redevelopment Agency's Taxable Tax Allocation Bonds, 2005 Series A, Tax Allocation Bonds, 2005 Series B and Tax Allocation Bonds, 2010 Series A to the City, to be used in accordance with the bond covenants. DOF has approved similar agreements transferring bond proceeds from a Successor Agency to its city.

The Oversight Board will consider the Agreement at its meeting on February 12, 2015. If the Agreement is approved by the City and Successor Agency, the Agency may list the Agreement as an enforceable obligation on its next Recognized Obligation Payment Schedule.

The proposed Agreement Regarding Expenditure of Excess Bond Proceeds with the City would permit all excess bond proceeds to be transferred from the Successor Agency to the City, which in turn must use the proceeds in accordance with the bond covenants. A transfer of \$6,496,248.05 would occur (together with any accrued interest subsequently received), with the funds then eligible to be used, per the original Tax Allocation Bonds, 2010 Series A, for various improvements including the Stanton Central Park and other improvements consistent with the bond covenants. Further, a transfer of \$4,313.53 would occur (together with any accrued interest subsequently received), with the funds then eligible to be used, per the original Taxable Tax Allocation Bonds, 2005 Series A and Tax Allocation Bonds, 2005 Series B, for various improvements including the Stanton Central Park and other improvements consistent with the bond covenants.

#### **FISCAL IMPACT:**

The proposed agreement would allow for the use of \$6,500,561.58 plus any accrued interest, in former redevelopment bond funds to be used to construct Stanton Central Park, in accordance with their originally intended purpose.

#### **ENVIRONMENTAL IMPACT:**

The actions taken by enactment of this Resolution does not commit the Successor Agency or the City of Stanton to any actions that may have a significant effect on the

environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.


**LEGAL REVIEW:**

Legal counsel has reviewed and approved this report.

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

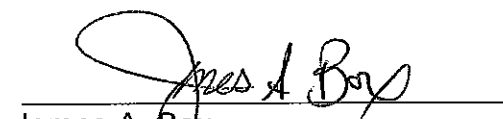
Prepared by:

  
Omar Dadabhoy  
Community Development  
Director/ Deputy Executive Director

Reviewed by:

  
Stephen Parker  
Administrative Services Director

Approved by:

  
James A. Box  
City Manager/Executive Director

Concurred by:

  
Matthew E. Richardson  
City Attorney/Agency Counsel

**ATTACHMENTS:**

- A. City Council Resolution No. 2015-08 approving Bond Expenditure Agreement between the Successor Agency to the Redevelopment Agency of the City of Stanton and the City of Stanton
- B. Successor Agency Resolution No. 2015-01 approving Bond Expenditure Agreement between the Successor Agency to the Redevelopment Agency of the City of Stanton and the City of Stanton
- C. Agreement Regarding Expenditure of Excess Bond Proceeds



## **RESOLUTION NO. 2015-08**

### **A RESOLUTION OF THE CITY OF STANTON APPROVING A BOND EXPENDITURE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF STANTON AND THE CITY OF STANTON**

**WHEREAS**, pursuant to Assembly Bill 1X 26, enacted on June 28, 2011, and Assembly Bill 1484, enacted on June 27, 2012, (collectively the "Dissolution Law"), the Redevelopment Agency of the City of Stanton ("Redevelopment Agency") was dissolved on February 1, 2012; and

**WHEREAS**, on January 10, 2012, under the authority of the Dissolution Act and by adoption of Resolution No. 2012-03, the City of Stanton declared itself to be the Successor Agency to the Redevelopment Agency ("Successor Agency") upon the Redevelopment Agency's dissolution; and

**WHEREAS**, pursuant to Health and Safety Code section 34191.4(c), after a successor agency has received a finding of completion from the state Department of Finance ("DOF"), a successor agency, with the approval of its oversight board, may list enforceable obligations to expend excess bond proceeds on its Recognized Obligation Payment Schedule ("ROPS"), so long as such expenditures are consistent with the bond covenants; and

**WHEREAS**, the Successor Agency received a Finding of Completion from DOF on April 15, 2013; and

**WHEREAS**, Staff has reviewed the environmental form submitted by the Applicant in accordance with the City's procedures. Based upon the information received and staff's assessment of the information, pursuant to Section 15378(b)(4) (the activity is not a project) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and

**WHEREAS**, the Successor Agency has excess bond proceeds from the Redevelopment Agency's Taxable Tax Allocation Bonds, 2005 Series A, Tax Allocation Bonds, 2005 Series B and Tax Allocation Bonds, 2010 Series A; and

**WHEREAS**, the Successor Agency and City desire to have all the excess bond proceeds held by the Successor Agency transferred to the City, to be expended in a manner consistent with the applicable bond covenants.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The foregoing recitals are true and correct and incorporated herein.

**Section 2.** The Agreement Regarding Expenditure of Excess Bond Proceeds, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Mayor is hereby authorized to execute said agreement.

**Section 3.** All legal prerequisites to the adoption of this Resolution have been satisfied.

**Section 4.** The City Manager or designee is hereby authorized to take such actions as are necessary and appropriate to implement this decision of the City Council.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED, SIGNED AND APPROVED** this 10<sup>th</sup> day of February, 2015.

---

ALEXANDER A. ETHANS, MAYOR

APPROVED AS TO FORM:

---

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, LUZ A. RODRIGUEZ, Interim City Clerk of the City of Stanton, California DO  
HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-08 has  
been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of  
the Stanton City Council, held on February 10, 2015, and that the same was adopted,  
signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
LUZ A. RODRIGUEZ, INTERIM CITY CLERK

**Exhibit A**

**[Agreement Regarding Expenditure of Excess Bond Proceeds]**

## **RESOLUTION NO. 2015-01**

### **RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF STANTON APPROVING A BOND EXPENDITURE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF STANTON AND THE CITY OF STANTON**

**WHEREAS**, pursuant to Assembly Bill 1X 26, enacted on June 28, 2011, and Assembly Bill 1484, enacted on June 27, 2012, (collectively the "Dissolution Law"), the Redevelopment Agency of the City of Stanton ("Redevelopment Agency") was dissolved on February 1, 2012; and

**WHEREAS**, on January 10, 2012, under the authority of the Dissolution Act and by adoption of Resolution No. 2012-03, the City of Stanton declared itself to be the Successor Agency to the Redevelopment Agency ("Successor Agency") upon the Redevelopment Agency's dissolution; and

**WHEREAS**, pursuant to Health and Safety Code section 34191.4(c), after a successor agency has received a finding of completion from the state Department of Finance ("DOF"), a successor agency, with the approval of its oversight board, may list enforceable obligations to expend excess bond proceeds on its Recognized Obligation Payment Schedule ("ROPS"), so long as such expenditures are consistent with the bond covenants; and

**WHEREAS**, the Successor Agency received a Finding of Completion from DOF on April 15, 2013; and

**WHEREAS**, Staff has reviewed the environmental form submitted by the Applicant in accordance with the City's procedures. Based upon the information received and staff's assessment of the information, pursuant to Section 15378(b)(4) (the activity is not a project) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and

**WHEREAS**, the Successor Agency has excess bond proceeds from the Redevelopment Agency's Taxable Tax Allocation Bonds, 2005 Series A, Tax Allocation Bonds, 2005 Series B and Tax Allocation Bonds, 2010 Series A; and

**WHEREAS**, the Successor Agency and City desire to have all the excess bond proceeds held by the Successor Agency transferred to the City, to be expended in a manner consistent with the applicable bond covenants.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The foregoing recitals are true and correct and incorporated herein.

**Section 2.** The Agreement Regarding Expenditure of Excess Bond Proceeds, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Chair is hereby authorized to execute said agreement.

**Section 3.** All legal prerequisites to the adoption of this Resolution have been satisfied.

**Section 4.** The Executive Director or designee is hereby authorized to take such actions as are necessary and appropriate to implement this decision of the Successor Agency.

**Section 5.** This Resolution shall become effective in accordance with Health and Safety Code section 34179(h), which authorizes DOF to review all actions taken by the Oversight Board.

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ALEXANDER A. ETHANS, CHAIR

APPROVED AS TO FORM:

---

MATTHEW E. RICHARDSON, AGENCY ATTORNEY

ATTEST:

I, LUZ A. RODRIGUEZ, Agency Secretary of the City of Stanton, as Successor to the Redevelopment Agency of the City of Stanton, Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-01 has been duly signed by the Chairperson and attested by the Agency Secretary, all at a regular meeting of the City of Stanton, as Successor to Stanton Redevelopment Agency, held on February 10, 2015, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
LUZ A. RODRIGUEZ, INTERIM SECRETARY

**Exhibit A**

**[Agreement Regarding Expenditure of Excess Bond Proceeds]**



## **AGREEMENT REGARDING EXPENDITURE OF EXCESS BOND PROCEEDS**

This Agreement Regarding Expenditure of Excess Bond Proceeds ("Agreement") is entered into this 10<sup>th</sup> day of February, 2015 by and between the Successor Agency to the Redevelopment Agency of the City of Stanton ("Successor Agency") and the City of Stanton, a municipal corporation ("City"). The Successor Agency and the City are hereinafter collectively referred to as the "Parties."

### **RECITALS**

A. Pursuant to the Community Redevelopment Law (Health & Safety Code §33000 et al.) ("CRL"), the former Redevelopment Agency of the City of Stanton ("Redevelopment Agency") had responsibility to implement the Consolidated Redevelopment Plan, originally adopted by Ordinance No. 903 enacted by the City Council of the City of Stanton ("City Council") which consolidated the original Stanton Community Development Project and Stanton 2000 Redevelopment Project.

B. Pursuant to an Indenture of Trust dated July 1, 2005, and executed by and between the Redevelopment Agency and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "2005 Indenture"), the Agency issued Taxable Tax Allocation Bonds, 2005 Series A and Tax Allocation Bonds, 2005 Series B in the aggregate principal amount of \$26,500,000 (the "2005 Bonds"). The 2005 Bonds were to be used for various Agency projects including public infrastructure and public projects.

C. Pursuant to the First Supplement to Indenture of Trust dated October 1, 2010, and executed by and between the Redevelopment Agency and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "2010 Indenture"), the Agency issued Tax Allocation Bonds, 2010 Series A in the aggregate principal amount of \$25,280,000 (the "2010 Bonds"). The 2010 Bonds were to be used to acquire a park site and develop park facilities as well as refinance certain outstanding obligations of the Agency.

D. Pursuant to Resolution No. 2012-03, adopted by the City Council on January 10, 2012, the City agreed to serve as the Successor Agency to the Redevelopment Agency commencing upon dissolution of the Redevelopment Agency on February 1, 2012 pursuant to Assembly Bill 1X 26.

E. Health and Safety Code section 34191.4(c) provides that once the Successor Agency has been issued a Finding of Completion by the California Department of Finance ("DOF") the Successor Agency is authorized to use bond proceeds for the purposes for which the bonds were sold. Further, the Successor Agency may designate the use of and commit indebtedness obligation proceeds that were derived from indebtedness issued for redevelopment purposes on or before December 31, 2010, and that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule ("ROPS")

and that are consistent with the indebtedness obligation covenants (hereafter "Excess Bond Proceeds").

F. The DOF issued a Finding of Completion to the Successor Agency on April 15, 2013.

G. Health and Safety Code section 34191.4(c) further provides that the expenditure of Excess Bond Proceeds must be listed separately on the applicable ROPS.

H. The Parties desire to enter into this Agreement to use the Excess Bond Proceeds for the purposes identified in and consistent with the covenants contained in the 2005 Indenture and the 2010 Indenture and related documents (the "Bond Covenants") and the requirements of the CRL, and to provide for the Successor Agency to transfer the Excess Bond Proceeds to the City to be used for such purposes.

I. As of January 1, 2015, the Successor Agency had the following Excess Bond Proceeds available: \$4,313.53 from the 2005 Bonds and \$6,496,248.05 from the 2010 Bonds.

J. This Agreement was approved by the Oversight Board to the Successor Agency in a public meeting on February 12, 2015.

K. The execution of this Agreement was approved in a public meeting of the City Council and the Successor Agency on February 10, 2015.

**NOW, THEREFORE,** in consideration of the mutual covenants, conditions and promises herein contained, the Parties hereby agree as follows:

1. Recitals. The Recitals above are true and correct and are incorporated herein by reference.

2. Effective Date. This Agreement shall become effective upon the date set forth pursuant to Health and Safety Code section 34179(h).

3. Term. The term of this Agreement shall commence on the Effective Date, and shall continue in effect until the date that all Excess Bond Proceeds are expended in accordance with the requirement of this Agreement.

4. Use of Excess Bond Proceeds. The City agrees that it shall use the Excess Bond Proceeds solely for the purposes identified in Recital B above, the projects identified in this Section 4., or for other projects consistent with the 2005 Bond covenants and the 2010 Bond covenants and the provisions of the CRL that apply to the expenditure of redevelopment funds.

5. Transmittal of Excess Bond Proceeds. Upon the Effective Date, the Successor Agency shall transfer the Excess Bond Proceeds (including any interest accrued thereon by the Effective Date or received with respect thereto after the Effective Date) to the City, and the City shall deposit such funds into a separate Excess Bond Proceeds Capital Improvement Account for the City's use in accordance with the terms, conditions and purposes set forth in this Agreement.

6. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of the City in connection with the issuance of approvals and entitlements for the projects described in this Agreement, nor to avoid legally required processes attendant to project approval, including, without limitation, the undertaking and completion of any required environmental review pursuant to the California Environmental Quality Act and the National Environmental Protection Act, as applicable, and the review and approval of plans and specifications.

7. Severability. If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant or condition can be accomplished to the maximum extent legally permissible.

8. No Third-Party Beneficiaries; Assignments. Nothing in this Agreement is intended to create any third-party beneficiaries to this Agreement, and no person or entity other than the Successor Agency and the City, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

9. Further Assurances. Each Party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of the transactions contemplated by this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

12. Amendment. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed by the Parties.

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

*[Signatures on following page]*

**CITY OF STANTON**

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY OF STANTON**

By: \_\_\_\_\_  
Alexander A. Ethans, Mayor

By: \_\_\_\_\_  
Alexander A. Ethans, Chairperson

Attest:

By: \_\_\_\_\_  
Luz A. Rodriguez, Interim City Clerk

By: \_\_\_\_\_  
Luz A. Rodriguez, Interim Secretary

Approved as to Form:

By: \_\_\_\_\_  
Matthew E. Richardson, City Attorney

# CITY OF STANTON

## REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

**TO:** Honorable Chair and Members of the Successor Agency

**DATE:** February 10, 2015

**SUBJECT: APPROVAL AND TRANSMITTAL OF RECOGNIZED OBLIGATIONS  
PAYMENT SCHEDULE (ROPS) 15-16A AND ADMINISTRATIVE  
BUDGET PURSUANT TO SECTION 34169(H) OF CALIFORNIA  
HEALTH & SAFETY CODE FOR THE PERIOD OF JULY THROUGH  
DECEMBER 2015**

### REPORT IN BRIEF:

This report summarizes the obligations of the Successor Agency under AB x1 26 and AB 1484 to draft Recognized Obligation Payment Schedules (ROPS) and corresponding administrative budgets to be implemented in six-month periods. Staff recommends the Successor Agency adopt the attached resolutions approving ROPS 15-16A and the Successor Agency's administrative budget for the period July through December 2015.

### RECOMMENDED ACTION:

That the Successor Agency of the former Stanton Redevelopment Agency:

1. Find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4).
2. Adopt Resolution No. SA 2015-02 to approve the Recognized Obligation Payment Schedule (ROPS) No. 15-16A for the period July 1, 2015 through December 31, 2015.
3. Adopt Resolution No. SA 2015-03 to approve the Successor Agency's administrative budget for the period July 1, 2015 through December 31, 2015.
4. Authorize Staff to convey a copy of the Successor Agency-approved ROPS for July through December 2015 to the Stanton Oversight Board of the Successor Agency of the Stanton Redevelopment Agency and such other agencies as are required by law.

## **BACKGROUND:**

Upon dissolution of the Stanton Redevelopment Agency on February 1, 2012 pursuant to AB X1 26, the City Council took action to have the City of Stanton act as Successor Agency to the Stanton Redevelopment Agency. The Successor Agency is considered a separate legal entity from the City. Pursuant to Health and Safety Code Section 34177, successor agencies are required to prepare Recognized Obligation Payment Schedules (ROPS) that list enforceable obligations prior to each six-month fiscal period. The Successor Agency previously prepared ROPS for the six-month fiscal periods January 1, 2012 through June 30, 2012 ("ROPS I"), July 1, 2012 through December 31, 2012 ("ROPS II"), January 1, 2013 through June 30, 2013 ("ROPS III"), July 1, 2013 through December 31, 2013 ("ROPS 13-14A"), January 1, 2014 through June 30, 2014 ("ROPS 13-14B"), July 1, 2014 through December 31, 2014 (ROPS 14-15A) and January 1, 2015 through June 30, 2015 (ROPS 14-15B). At this time, a ROPS must be prepared for the next six-month fiscal period commencing on July 1, 2015 and ending on December 31, 2015.

AB X1 26 and AB 1484 (the clean-up legislation passed in June 2012) define enforceable obligations as follows:

1. Bonds as defined by Health & Safety Code section 33602 and bonds issued pursuant to Cal. Gov Code section 5850. Cal. Health & Safety Code § 34171(d)(1)(A).
2. Loans of moneys borrowed by the RDA for a lawful purpose. This includes money borrowed from the Low & Moderate Income Housing Fund. Cal. Health & Safety Code § 34171(d)(1)(B).
3. Payments required by the federal government, preexisting obligations to the state or obligations imposed by state law other than pass-through payments that are made by the county auditor-controller pursuant to Health & Safety Code section 34183 or legally enforceable payments required in connection with agencies employees. Cal. Health & Safety Code § 34171(d)(1)(C).
4. Judgments or settlements entered by a competent court of law or binding arbitration decisions against the former RDA, other than pass-through payments that are made by the county auditor-controller pursuant to Health & Safety Code section 34183. Cal. Health & Safety Code § 34171(d)(1)(D).
5. Any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. Cal. Health & Safety Code § 34171(d)(1)(E).
6. Contracts or agreements necessary for the continued administration or operation of the successor agency to the extent permitted by Part 1.8 (commencing with Section 34161) of Division 24 of the Health & Safety Code, including, but not limited to, agreements concerning litigation expenses related to assets or

obligations, settlements and judgments, and the costs of maintaining assets prior to disposition, and agreements to purchase or rent office space, equipment or supplies, and pay-related expenses pursuant to Section 33127 and for carrying insurance pursuant to Section 33134. Cal. Health & Safety Code § 34171(d)(1)(F).

7. Amounts borrowed from, or payments owing to, the Low and Moderate Income Housing Fund of a redevelopment agency, which had been deferred as of the effective date of the act adding this part; provided, however, that the repayment schedule is approved by the Oversight Board. Cal. Health & Safety Code § 34171(d)(1)(G)
8. Those obligations created to conduct the work of winding down the redevelopment agency including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance. Cal. Health & Safety Code § 34177.3(b).

Under AB 1x 26, the Successor Agency may receive an administrative cost allowance of the greater of \$250,000 annually or three percent of the property tax allocated to the Successor Agency, based upon an approved administrative budget that justifies the allocation of the administrative cost allowance. The amounts of property taxes that are allocated to the Successor Agency are based on an approved ROPS during each six-month period. The administrative cost allowance is included as an enforceable obligation on the ROPS.

#### **ANALYSIS/JUSTIFICATION:**

On June 27, 2012, as part of the FY 2012-13 State budget package, the Legislature adopted AB 1484. As a budget "trailer bill", AB 1484 took immediate effect upon signature by the Governor. The primary purpose of AB 1484 was to make technical and substantive amendments to "clean up" AB x1 26, providing clarity concerning issues including but not limited to the ROPS, enforceable obligations and successor agency administrative costs.

Under 1484, the process and timing for preparation and approval of each ROPS changed. Specifically, the Successor Agency is required to submit to the Department of Finance (DOF) and County Auditor-Controller (CAC) the ROPS for the six-month period ending December 31, 2014 (ROPS 15-16A), approved by the Oversight Board, no later than March 3, 2014. The Agency is also required to submit a draft of the ROPS to several state and county agencies at the same time it is submitted to the Oversight Board.

The administrative budgets have been prepared so that the Administrative Cost Allowance payments authorized under the ROPS 15-16A will reimburse the City for a portion of its costs associated with carrying out Successor Agency responsibilities, including administration, completion of projects, compliance and financial reporting, to

the extent such amounts do not exceed the statutory limit of the greater of \$250,000 or 3% of the Successor Agency enforceable obligations in Fiscal Year 2015-16.

Following Successor Agency approval of ROPS 15-16A, staff will forward the ROPS and administrative budgets to the County Auditor-Controller, the County Administrative Officer, and the Department of Finance for review, simultaneously with presenting it to the Oversight Board for approval. The Oversight Board will review ROPS 15-16A at their regular February 12, 2015 meeting. Copies of ROPS 15-16A, following approval by the Oversight Board, will be sent to the County Auditor-Controller, the State Controller's Office and the Department of Finance by the March 3, 2015 deadline and will be posted on the Successor Agency's website.

On June 2, 2015, the County Auditor-Controller is responsible for remitting property taxes to the Successor Agency for payment of the enforceable obligations listed on the approved ROPS 15-16A.

**FISCAL IMPACT:**

ROPS 15-16A sets forth the Successor Agency's existing financial obligations for the period July 1, 2015 to December 31, 2015. There are no immediate fiscal impacts associated with the adoption of the resolutions approving ROPS 15-16A and administrative budgets.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

The City Attorney has reviewed this report and the attached resolutions on behalf of the Successor Agency.

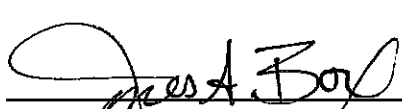
**PUBLIC NOTIFICATION:**

Through the normal agenda process.

Prepared by:

  
\_\_\_\_\_  
Stephen M. Parker, CPA  
Administrative Services Director

Approved by:

  
\_\_\_\_\_  
James A. Box  
Executive Director



**Attachment:**

1. Resolution No. SA 2015-02

Exhibit A - Recognized Obligation Payment Schedule 15-16A (July-December 2015)

2. Resolution No. SA 2015-03

Exhibit A - Administrative Budget (July – December, 2015)

**RESOLUTION NO. SA 2015-02**

**A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2015 THROUGH DECEMBER 31, 2015, PURSUANT TO HEALTH AND SAFETY CODE, SECTION 34177(I)**

**WHEREAS**, pursuant to Health and Safety Code, Section 34173(d), the City of Stanton elected to become the successor agency to the Stanton Redevelopment Agency ("Successor Agency") on January 10, 2012 and the Successor Agency is a separate legal entity from the City of Stanton; and

**WHEREAS**, Health and Safety Code, Section 34177(I)(2), as modified by the Supreme Court decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861, requires the Successor Agency to prepare a draft of the recognized obligation payment schedule ("ROPS") every six months covering the forward-looking six-month time frame; and

**WHEREAS**, Health and Safety Code, Section 34177(I)(2), requires the Successor Agency to submit the ROPS to the Successor Agency's oversight board for its approval, and simultaneously, the Successor Agency is required to submit a copy of the draft ROPS ("Draft ROPS") to the Orange County Auditor-Controller, the Orange County Administrative Officer, and the State of California Department of Finance, and once approved by the oversight board ("Approved ROPS"), to post the Approved ROPS on the Successor Agency's website and submit the Approved ROPS to the State of California Department of Finance, State Controller's Office and the Orange County Auditor-Controller; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW THEREFORE, THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:**

**SECTION 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**SECTION 2. Approval of the ROPS.** The Successor Agency hereby approves and adopts ROPS 15-16A, for the period July 1, 2015 through December 31, 2015, in substantially the form attached to this Resolution as Exhibit A, as required by Health and Safety Code, Section 34177.

**SECTION 3. Transmittal of the ROPS.** The Community Development Director is hereby authorized to take all actions necessary under the Dissolution Act to post ROPS 15-16A on the Successor Agency website, transmit ROPS 15-16A to the Auditor-Controller and the County Administrator of the County of Orange and the State Department of Finance (the "DOF"), submit ROPS 15-16A to the oversight board, and to take any other actions necessary to ensure the approval and validity of ROPS 15-16A and the validity of any enforceable obligation approved by the Successor Agency in this Resolution. In addition, the Successor Agency authorizes and directs the Successor Agency staff to make such non-substantive revisions to the ROPS 15-16A as may be necessary to submit ROPS 15-16A in any modified form required by the DOF, and ROPS 15-16A as so modified shall thereupon constitute the ROPS 15-16A as approved by the Successor Agency pursuant to this Resolution.

**SECTION 4. Certification.** The Clerk shall certify to the adoption of this Resolution on behalf of the Successor Agency.

**SECTION 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the Successor Agency to the Stanton Redevelopment Agency, held on this 10<sup>th</sup> day of February, 2015.

---

ALEXANDER A. ETHANS, CHAIRMAN

APPROVED AS TO FORM:

---

MATTHEW E. RICHARDSON, AGENCY COUNSEL

ATTEST:

I, Luz A. Rodriguez, Interim Agency Secretary of the City of Stanton, as Successor to Stanton Redevelopment Agency, Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SA 2015-02 has been duly signed by the Chairperson and attested by the Agency Secretary, all at a regular meeting of the City of Stanton, as Successor to Stanton Redevelopment Agency, held on February 10, 2015, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
LUZ A. RODRIGUEZ, INTERIM AGENCY SECRETARY

Recognized Obligation Payment Schedule (ROPS 15-16A) - Summary

Filed for the July 1, 2015 through December 31, 2015 Period

Name of Successor Agency:Stanton

Name of County:Orange

Current Period Requested Funding for Outstanding Debt or Obligation			Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):			
A	Bond Proceeds Funding (ROPS Detail)		\$ 9,665,051
B	Reserve Balance Funding (ROPS Detail)		6,510,051
C	Other Funding (ROPS Detail)		3,155,000
D			-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 2,081,093
F	Non-Administrative Costs (ROPS Detail)		1,956,093
G	Administrative Costs (ROPS Detail)		125,000
H	Current Period Enforceable Obligations (A+E):		\$ 11,746,144

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	2,081,093
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(9,048)
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 2,072,045

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	2,081,093
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	2,081,093

Certification of Oversight Board Chairman:  
Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name

/s/

Signature

Title

Date

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail															
July 1, 2015 through December 31, 2015															
(Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	Funding Source					P
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)					
										RPTTF					
										K	L	M	N	O	
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation \$	Retired	Bond Proceeds \$	Reserve Balance \$	Other Funds \$	Non-Admin \$	Admin \$	Six-Month Total \$
1	Bond Payment: 2005 Tax Allocation	Bonds Issued On or Before 12/31/10	7/7/2005	12/1/2035	US Bank	Debt Service on Bonds issued to fund non-housing projects	Consolidated	179,392,076	N	6,510,051	3,155,000	-	1,955,093	125,000	11,746,144
2	Bond Payment: 2005 Tax Allocation Bonds Series B	Bonds Issued On or Before 12/31/10	7/7/2005	12/1/2035	US Bank	Debt Service on Bonds issued to fund non-housing projects	Consolidated	23,622,060	N	2,436	495,000	-	151,824	-	649,260
3	Bond Payment: 2010 Tax Allocation Bonds Series A	Bonds Issued On or Before 12/31/10	10/28/2010	12/1/2040	US Bank	Debt Service on Bonds issued to fund non-housing projects	Consolidated	12,890,924	N	3,057	295,000	-	82,847	-	380,904
4	Bond Payment: 2011 Housing Tax Allocation Bonds Series A	Bonds Issued After 12/31/10	3/1/2011	12/1/2040	US Bank	Debt Service on Bonds issued to fund housing projects	Consolidated	41,978,810	N	87	1,120,000	-	288,198	-	1,408,285
5	Bond Payment: 2011 Tax Allocation Bonds Series B	Bonds Issued After 12/31/10	3/1/2011	12/1/2030	US Bank	Debt Service on Bonds issued to fund non-housing projects	Consolidated	36,027,188	N	81	665,000	-	231,082	-	896,163
6	Trustee Fees	Fees	7/7/2005	12/1/2040	US Bank	Trustee Fees	Consolidated	35,246,569	N	70	580,000	-	194,324	-	774,394
7	Legal Services	Admin Costs	7/1/2015	6/30/2016	Best Best & Krelger	Professional Services	Consolidated	175,000	N	-	-	-	6,000	-	6,000
8	Bond Disclosure	Fees	12/1/2005	12/1/2040	Harrell & Company	Bond Continuing Disclosure/Financial Services	Consolidated	130,000	N	-	-	-	-	-	-
9	Audit	Fees	6/12/2012	6/30/2015	White Nelson Diehl Evans	Professional Services	Consolidated	-	Y	-	-	-	-	-	-
27	Palazzo @ Renaissance Plaza Properties - Shared Facilities Maintenance	Admin Costs	1/31/2011	6/30/2015	Best Best & Krelger	Code Enforcement Prosecutions	Consolidated	-	Y	-	-	-	-	-	-
38	Park Construction	Improvement/Infrastructure	3/4/2009	12/1/2040	Palazzo @ Renaissance Plaza Maintenance Assoc	Annual Maintenance	Consolidated	60,000	N	-	-	-	1,000	-	1,000
41	Administrative Cost Allowance	Admin Costs	2/10/2016	6/30/2016	City of Stanton	Stanton Central Park Construction	Consolidated	6,500,000	N	6,500,000	-	-	-	-	6,500,000
60	Replacement Housing Obligation under H&S Code	Miscellaneous	7/1/2015	12/1/2040	City of Stanton	Overhead Cost Allocation	Consolidated	6,500,000	N	-	-	-	-	125,000	125,000
64	Bond Payment: 2005 Tax Allocation Bonds Series A	Bonds Issued On or Before 12/31/10	7/7/2005	12/1/2035	To be Determined	96 Required Units	Consolidated	1,300,000	N	-	-	-	-	-	-
65	Bond Payment: 2005 Tax Allocation Bonds Series B	Bonds Issued On or Before 12/31/10	7/7/2005	12/1/2035	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	-	N	-	-	-	-	-	-
66	Bond Payment: 2010 Tax Allocation Bonds Series A	Bonds Issued On or Before 12/31/10	10/28/2010	12/1/2040	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	-	N	-	-	-	-	-	-
67	Bond Payment: 2011 Housing Tax Allocation Bonds Series A	Bonds Issued After 12/31/10	3/1/2011	12/1/2040	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	-	N	-	-	-	-	-	-
68	Bond Payment: 2011 Tax Allocation Bonds Series B	Bonds Issued After 12/31/10	3/1/2011	12/1/2030	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	-	N	-	-	-	-	-	-
69	City Loan	City/County Loans On or Before 6/27/11	6/25/2002	12/1/2040	City of Stanton	City Loan for Start up costs for 2000 Project Area	Consolidated	1,039,659	N	-	-	-	847,818	-	847,818
70	City Loan	City/County Loans On or Before 6/27/11	2/9/2010	12/1/2040	City of Stanton	City Loan to pay SERAF Payment	Consolidated	4,086,029	N	-	-	-	-	-	-
71	Property Maintenance	Property Maintenance	6/24/2013	6/30/2016	Mariposa Landscapes	Maintenance of Successor Agency Properties	Consolidated	6,000	N	-	-	-	3,000	-	3,000
72	Therapeutic Neighborhood Rehabilitation Services	Professional Services	1/31/2011	12/1/2040	GRSI	Relocation Consulting	Consolidated	105,000	N	-	-	-	-	-	-
73	Therapeutic Neighborhood Rehabilitation Services	Property Dispositions	1/29/2011	12/1/2040	Ampro Contracting	Demolition	Consolidated	700,000	N	-	-	-	-	-	-
74	Therapeutic Neighborhood Rehabilitation Services	Property Dispositions	1/30/2011	12/1/2040	Tenants Contractors	Relocation and demolition	Consolidated	1,500,000	N	-	-	-	-	-	-
75	Therapeutic Neighborhood Rehabilitation Services	Remediation	1/6/2011	12/1/2040	Palazzo Environmental Group, Inc.	Remediation	Consolidated	21,000	N	-	-	-	-	-	-

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail July 1, 2015 through December 31, 2015 (Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)					
										Bond Proceeds	Reserve Balances	Other Funds	Non-Admin	Admin	Six-Month Total
80	The Pacific Neighborhood Rehab	Professional Services	7/6/2014	12/31/2040	GRC	Housing/Replacement Plan for the Pacific	Consolidated	24,000	N						\$
82	The Pacific Neighborhood Rehab	Property Dispositions	7/6/2014	12/31/2040	Various Property Owners	Buyers agree to take title in the Pacific Project	Consolidated	17,250,817	N						\$
83	City Loan	City/County Loans On or Before 6/27/11	6/24/2003	12/31/2040	City of Stanton	City Loan for start up costs for 2000 Project Area	Consolidated	2,000,000	N						\$
84	Property Management Plan	Property Dispositions	7/1/2015	6/30/2015	To be Determined	Consolidating fees for any necessary consultants and appraisals for PMP	Consolidated		Y						\$
85	PMP appraisals	Property Dispositions	7/1/2014	6/30/2015	To be Determined	Appraisals if needed under PMP	Consolidated		Y						\$
86	Housing Authority Administration Fee	Admin/fees	7/1/2016	6/30/2016	Stanton Housing Authority	Admin/fees for any necessary consultants and appraisals for PMP	Consolidated	760,000	N				150,000		\$ 150,000
87	Park Construction	Improvement/Infrastructure	2/10/2015	6/30/2016	City of Stanton	Stanton Central Park Construction	Consolidated	4,320	N	4,320					\$ 4,320
88									N						\$
89									N						\$
90									N						\$
91									N						\$
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Recognized Obligation Payment Schedule (ROPS 15-16A) - Report of Cash Balances  
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see <a href="https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf">https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf</a> .									
A	B	C	D	E	F	G	H	I	
		Fund Sources							
		Bond Proceeds		Reserve Balance		Other	RPTTF		
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin		
	Cash Balance Information by ROPS Period								Comments
ROPS 14-15A Actuals (07/01/14 - 12/31/14)									
1	Beginning Available Cash Balance (Actual 07/01/14)	10,483,373	18,181,649	-	1,888,477	12,627	589,000		
2	Revenue/Income (Actual 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014	1,586	1,381			444	2,223,019		
3	Expenditures for ROPS 14-15A Enforceable Obligations (Actual 12/31/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q								Column F Includes Reduction in Reserve Retained of \$101,823 Per M&C
4	Retention of Available Cash Balance (Actual 12/31/14) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	116,920	385		1,888,477	200	2,785,794		
5	ROPS 14-15A RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15A PPA in the Report of PPA, Column S	10,368,039	18,182,645			12,627			
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244	\$ 17,177	
ROPS 14-15B Estimate (01/01/15 - 06/30/15)									
7	Beginning Available Cash Balance (Actual 01/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F8, and H = 5 + 6)	\$ 10,368,039	\$ 18,182,645	\$ -	\$ -	\$ -	\$ 12,871	\$ 26,225	
8	Revenue/Income (Estimate 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015							5,278,525	
9	Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 06/30/15)	340,000							Column C - Draw down in excess of Reserve Requirement per ROPS 14-15B Lines 1/2
10	Retention of Available Cash Balance (Estimate 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	10,028,039	18,182,645			12,627	2,123,525		
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ -	\$ 244	\$ 26,225		







**Recognized Obligation Payment Schedule (ROPS 15-16A) - Notes**

July 1, 2015 through December 30, 2015

[illegible]

## **RESOLUTION NO. SA 2015-03**

### **A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, APPROVING AND ADOPTING A PROPOSED ADMINISTRATIVE BUDGET PURSUANT TO HEALTH AND SAFETY CODE, SECTION 34177(j)**

**WHEREAS** pursuant to Health and Safety Code, Section 34173(d), the City of Stanton elected to become the successor agency to the Stanton Redevelopment Agency ("Successor Agency") on January 10, 2012 and the Successor Agency is a separate legal entity from the City of Stanton; and

**WHEREAS**, Health and Safety Code, Section 34177(j), as modified by the Supreme Court decision in California Redevelopment Association, et al. v. Ana Matosantos, et al., Case No. S194861, requires the Successor Agency to prepare a proposed administrative budget covering the period from July 1, 2015 through December 31, 2015 and submit it to the oversight board for approval; and

**WHEREAS**, pursuant to Health and Safety Code, Section 34177(k), upon approval of the administrative budget by the oversight board, the Successor Agency is required to provide administrative cost estimates, from the approved administrative budgets, that are to be paid from property tax revenue deposited in the Redevelopment Property Tax Trust Fund to the Orange County Auditor-Controller for each fiscal period covered by the administrative budget; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Successor Agency to the Stanton Redevelopment Agency as follows:

**SECTION 1:** The above recitals are true and correct.

**SECTION 2:** Approval of Proposed Administrative Budget The Successor Agency hereby approves and adopts the proposed administrative budget, covering the period from July 1, 2015 through December 31, 2015, in substantially the form attached as Exhibit A, as required by Health and Safety Code, Section 34177.

**SECTION 3:** Transmittal of Proposed Administrative Budget. The City of Stanton Community Development Director is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the proposed administrative budget, including submitting the proposed administrative budget to the Successor Agency's oversight board; and upon oversight board approval of the administrative budget, the provision of administrative cost estimates, from the approved administrative budget, that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund to the Orange County Auditor-Controller.

**SECTION 4:** The Clerk of the Successor Agency shall certify as to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 10<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
ALEXANDER A. ETHANS, CHAIRMAN

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, AGENCY COUNSEL

ATTEST:

I, Luz A. Rodriguez, Interim Agency Secretary of the City of Stanton, as Successor to Stanton Redevelopment Agency, Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SA 2015-03 has been duly signed by the Chairperson and attested by the Agency Secretary, all at a regular meeting of the City of Stanton, as Successor to Stanton Redevelopment Agency, held on February 10, 2014, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
LUZ A. RODRIGUEZ, INTERIM AGENCY SECRETARY

Exhibit A  
Successor Agency Administrative Budget  
January 1, 2015 through June 30, 2015

Description	Overhead Allocation	January 1, 2015 thru June 30, 2015 Admin Projected Expenditures	Funding Source	Notes
<b>City Administrative Support Costs</b> Successor Agency Board Business Operation – Legal Fees City Manager City Clerk Personnel Admin. Services (Finance) Public Facilities Maintenance Non-Departmental (e.g., training, postage) Total	\$4,400 \$6,326 \$13,088 \$13,223 \$1,654 \$29,852 \$5,389 \$2,134 \$76,066		ACA	See explanation of these costs on the second page of this administrative budget
Liability Insurance	\$8,934		ACA	
Legal Services - Successor Agency Projects		\$15,000	ACA	
Audit Services		\$10,000	ACA	
Code Enforcement Prosecutions		\$15,000	ACA	
<b>Total</b>	<b>\$85,000</b>	<b>\$40,000</b>		

ACA – Administrative Cost Allowance

Exhibit A  
Successor Agency Administrative Budget  
January 1, 2015 through June 30, 2015

**City Administrative Support Costs**

An indirect administrative support cost allocation methodology has been used by the City since Fiscal Year 2007-2008. The cost allocation method has been presented to the City's independent auditors as a justification for indirect administrative costs charged to various departments/funds; including the Successor Agency, the Sewer Enterprise Fund and special revenue funds. The Cost Allocation Plan is updated frequently. The most recent update utilizes the actual expenditures of the 2012/13 fiscal year. The overhead allocation amounts from the last update will be utilized in the FY 2015-16 budget. The general cost allocation overhead rate for the Cost Allocation Plan based on FY 2012-13 expenditures is 10.88%. This is consistent and conforms to Generally Accepted Accounting Principles (GAAP) and is generally applicable as a cost allocation methodology to all users of services and facilities.

The indirect administrative support cost allocation will permit the City's General Fund to recover a portion of the indirect administrative support overhead costs associated with providing general administrative functions to various funds. For purposes of application to the Successor Agency, the calculation of the indirect administrative support overhead costs has looked at only the internal services (City Council/Successor Agency, City Attorney, City Clerk, City Manager, Personnel, Administrative Services (Finance), Public Facilities Maintenance, and certain Non-Departmental services) that generally support and spend time on Successor Agency-related activities and items, including but not limited to enforceable obligations of the Successor Agency.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** February 10, 2015

**SUBJECT: CONSIDERATION OF INCREASES TO THE CITY'S ADMINISTRATIVE CITATION FINES**

### **REPORT IN BRIEF:**

At the January 13, 2015 City Council meeting, Council Member Shawver requested a discussion on the possible increase of administrative citation fines for massage establishments.

### **RECOMMENDED ACTION:**

Read and file staff report and provide direction to staff.

### **BACKGROUND:**

On April 8, 2014, the City Council adopted Ordinance No. 1026, establishing Administrative Citation fines in the amount of \$100 for first offenses, \$200 for second offenses and \$500 for third and subsequent offenses. Ordinance No. 940 went into effect on May 8, 2014 and City staff began utilizing Ordinance 1026 in July of 2014. Ordinance No. 940 is codified as Chapter 1.12 of the Stanton Municipal Code.

Section 1.12.070 provides that the Administrative Citation fine amounts noted above (i.e., \$100, \$200, \$500) are standard fine amounts, and that different fine amounts may be adopted by City Council resolution or ordinance. At their regularly scheduled meeting on January 13, 2010, Councilman Shawver requested reconsideration of the Administrative Citation fine amounts, in particular with regards to massage establishments.

### **ANALYSIS/JUSTIFICATION:**

Since implementing Administrative Citations, 70 Administrative Citations have been issued to massage establishments in the City. These were all issued after September 1, 2014. Of the 70 Citations, 48 were issued for unlicensed technicians, 21 were issued for operations occurring after 10:00 p.m., and one was issued for failure to allow for inspections. To date, there have been seven repeat offenders that have been issued \$200 fines. All other individuals/businesses that were issued Administrative Citation fines came into compliance upon issuance of the fine.



For non-massage related businesses, there have been 2 business/property owners that have been fined repeatedly. One property owner has reached the \$200 level and one business owner has been issued two \$500 Administrative Citations. In regards to the latter business, after the issuance of the first \$500 citation, they closed their business for a one month period. After re-opening, they received a second \$500 fine for the same violations and are still in non-compliance and eligible for additional fines.

In regards to Administrative Citation fines, surrounding cities were surveyed and Cypress, Huntington Beach, Westminster, and Los Alamitos have the same fine schedule as Stanton. Garden Grove and La Palma have similar fine schedules to Stanton. However, in Garden Grove, for violations related to abandoned properties and graffiti, an alternate fee schedule has been adopted at \$300, \$600 and \$1,000 for the first, second and third offenses, and in La Palma, violations related to building and safety requirements have a fine schedule of \$100, \$500, and \$1,000.

While, the City's existing fine schedule has resulted in general compliance (with the exception of the one non-massage business mentioned above), the long term impacts are yet to be determined, especially for massage businesses. A better understanding of the long term impacts of Administrative Citation fines should be available within the next six month period.

#### **FISCAL IMPACT:**

Any increase in Administrative Citation fines will result in additional revenue to the City's General Fund.

#### **ENVIRONMENTAL IMPACT:**

None.

#### **PUBLIC NOTIFICATION:**

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

Prepared By:

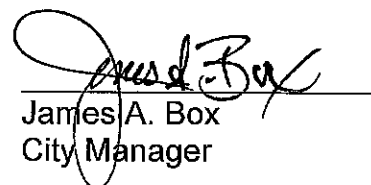
Reviewed By:

Approved By:



Omar Dadabhoy  
Community and Economic  
Development Director

\_\_\_\_\_  
Matthew E. Richardson  
City Attorney



James A. Box  
City Manager

Attachment

A. Chapter 1.12 Administrative Citations of the Stanton Municipal Code

**Stanton Municipal Code****Up Previous Next Main Collapse Search Print No Frames****Title 1 GENERAL PROVISIONS****Chapter 1.12 ADMINISTRATIVE CITATIONS**

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**1.12.010 Purpose and applicability.**

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A. The city council finds that there is a need for an alternative method of enforcing violations of this code. The city council further finds that an administrative citation program as authorized by Government Code Section 53069.4 is an appropriate and alternative method of enforcement to gain compliance with this code.

B. The procedures for the imposition, enforcement, collection and administrative review of civil fines established in this chapter shall be in addition to, and not in lieu of, any criminal, civil or other legal remedy established by law and available to the city to address violations of this code.

C. The purpose of issuing administrative citations pursuant to this chapter is to encourage voluntary and complete compliance with the provisions of this code in order to protect the public health, safety and welfare of the citizens of the city; to provide a method of holding parties responsible when they fail or refuse to comply with the provisions of this code; and to minimize the expense and delay where the otherwise sole remedy is to pursue responsible parties in the civil or criminal justice system.

D. Use of this chapter shall be at the sole discretion of the city manager, enforcement officer, city attorney, city prosecutor, or such other city official designated by the city manager. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

**1.12.020 Definitions.**

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The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Administrative citation” or “citation” means a written notice to a responsible party that a violation of this code has occurred and an assessment of civil fines issued by an enforcement officer of the city.

“City” means the city of Stanton.

“City manager” means the city manager of the city.

“Code” means the Stanton Municipal Code or any ordinance adopted by the city council, conditions of approval, or other codes or regulations otherwise applicable within the city.

“Continuing violation” means either a particular violation of the code continuing for more than twenty-four hours without correction or abatement, or a repeated, consecutive violation of the same offense without intervening days.

“Director” means the community development director of the city or designee.

“Enforcement officer” means any officer, agent or employee of the city designated by the city manager to have the authority and responsibility to enforce the code, including an officer employed by the city and an officer providing services to the city under contract.

“Hearing officer” means an impartial individual designated by the city manager in accordance with Section 1.12.100 to determine the civil liability of a person receiving an administrative citation.

“Notice of violation” means a written notice to a responsible party that a violation of this code has occurred and a warning that an administrative citation assessing fines will be issued unless the violation is ceased and abated.

“Responsible party” is any of the following:

1. A person who causes a code violation to occur.
2. A person who maintains or allows a code violation to continue, by his or her action or failure to act.
3. A person whose agent, employee, or independent contractor causes a code violation by its action or failure to act.
4. A person who is the owner of, and a person who is a tenant, lessee or sublessee with the current right of possession of real property where a property-related code violation occurs.
5. A person who is the on-site manager of a business, or a person actually or apparently in charge of the business.
6. The parent or the legal guardian of any person under the age of eighteen years, who causes a code violation by his or her action or failure to act.
7. A person who, pursuant to California Civil Code Section 2929.3, purchases residential property at a foreclosure sale, or acquires the residential property through foreclosure under a mortgage or deed of trust, where a property-related code violation exists upon the residential property, and the residential property is vacant.

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

For the purposes of this chapter, there may be more than one responsible person for a code violation. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

#### **1.12.030 Administrative citation generally.**

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A. Any responsible party violating, causing or maintaining a violation of any provision of this code may be issued an administrative citation by an enforcement officer assessing an administrative fine as provided in this chapter. A responsible party to whom a citation is issued shall be liable for and shall pay to the city the fine or fines described in the citation when due along with correction of the violation listed by the enforcement officer.

B. Any enforcement officer of the city, upon determining that a provision of this code which he or she is charged to enforce has been violated, has the authority to issue an administrative citation to any responsible party. Pursuant to this authority, the enforcement officer shall determine the appropriate responsible party for each violation.

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

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

E. Each and every day a violation of this code exists constitutes a separate and distinct offense that is subject to a separate fine. A single citation may charge a violation for one or more days on which a violation exists, and for violation of one or more code sections. Continuing violations shall automatically accrue fines beginning on the date the citation is issued until the abatement of the offense is properly verified in accordance with Section 1.12.080.

F. The owner of any premises within the city has the responsibility for keeping such premises free of violations related to the use or condition of the property. The owner of such premises is a responsible party and shall be separately liable for violations committed by tenants or occupants relative to the use or condition of the property. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

#### **1.12.040 Notice of violation—Warnings for certain continuing violations.**

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A. Whenever an enforcement officer determines that a violation of this code, permit, license, or entitlement exists, the enforcement officer may issue a notice of violation to a responsible person prior to issuing an administrative citation. The notice of violation serves as a written warning of responsibility and requires immediate action by the responsible person to cease and abate the violation. The notice of violation must include the information set forth in Section 1.12.060 and a date by which the violation can reasonably be ceased and abated. If the violation is not ceased or abated by the end of the correction period stated in the notice, the code enforcement officer may issue an administrative citation.

B. In accordance with Government Code Section 53069.4, no responsible person will be assessed an administrative fine under this chapter for a continuing violation pertaining to a building, plumbing, electrical or similar structural or zoning issue that does not create an immediate danger to the public health or safety without first receiving a notice of violation and a reasonable opportunity to correct or otherwise remedy the violation. In such circumstance, the stated period available to correct the violation prior to the assessment of a fine must be appropriate to the violation as determined by the code enforcement officer, but in no event less than seven days. If, after the correction period stated in the notice, the violation is not ceased or abated, the code enforcement officer may issue an administrative citation.

C. Any responsible party cited for a continuing violation may petition the director for an extension of time to correct the violation so long as the petition is received before the end of the correction period. The director may at his or her discretion grant an extension of time to correct the violation if the responsible party has supplied sufficient evidence showing that the correction cannot reasonably be made within the stated period and that a responsible party is diligently pursuing correction.

D. The procedures of this section shall not apply in the instance of a violation that poses immediate danger to public health or safety.

E. Upon the issuance of a citation, the city may record against the subject property a notice of administrative pendency. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

#### **1.12.050 Service procedures.**

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Any notice, notice of violation, or administrative citation shall be issued in accordance with this chapter on a form approved by the city manager to a responsible party in the following manner:

A. Personal Service. In any case where an administrative citation is issued:

1. The enforcement officer shall attempt to locate and personally serve the responsible party and obtain the signature of the responsible party on the administrative citation.

2. If the responsible party served refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the citation or of subsequent proceedings.

B. Service of Citation by Mail. If the enforcement officer is unable to locate the responsible party, the administrative citation shall be mailed to the responsible party by certified mail, postage prepaid with a requested return receipt. The administrative citation shall be mailed to the responsible party's address shown on the county's last equalized property tax assessment rolls for a property-related violation, or to any address known by the city for the responsible party for all other violations. Simultaneously, the citation shall be sent by first class mail. If the citation sent by certified mail is returned unsigned, then service shall be deemed effective pursuant to first class mail, provided the citation sent by first class mail is not returned.

C. Service of Citation by Posting Notice. If the enforcement officer does not succeed in personally serving the responsible party, or by certified mail or regular mail, the enforcement officer shall post the administrative citation on any real property within the city in which the city has knowledge that the responsible party has a legal interest, and such posting shall be deemed effective service.

D. The failure of any responsible party to receive any notice served in accordance with this section shall not affect the validity of any proceedings taken under this code. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

#### **1.12.060 Contents of citation.**

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Administrative citations shall, at minimum, contain the following information:

- A. Name of the person who is charged as a responsible party for the violation;
- B. Date, approximate time, and address or definite description of the location where the violation was observed;
- C. The code sections or conditions violated and a description of the violation;
- D. Date on which citation is issued;
- E. Whether the offense is a continuing violation which shall, if not corrected and abated within the time specified in the citation, accrue fines until properly ceased and abated;
- F. An order to the responsible party to correct the violation within the time specified in the citation and an explanation of the consequences of failure to correct the violation;
- G. The amount of the fine for the violation, including the amount due for the initial violation and any prospective daily fine for failure to abate the violation within the time specified in the citation (if applicable to a continuing violation);
- H. An explanation of how the fine shall be paid and the time period by which it shall be paid;
- I. An explanation of the action required to correct or abate the violation (if applicable), and if applicable, the date by which the violation must be corrected or abated;
- J. Identification of rights of appeal, including the time within which the citation may be contested and the place to obtain a request for hearing form to contest the administrative citation;
- K. The name and signature of the enforcement officer and if possible the signature of the responsible party;
- L. Notice that the violation is a nuisance and that collection of unpaid fines and nuisance abatement costs can be enforced as an assessment or lien against the property where the violation occurs and that unpaid assessments can result in the property being sold after three years by the county assessor; and
- M. Any other information deemed necessary by the city for enforcement or collection purposes. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

#### **1.12.070 Assessment of administrative citation fine.**

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A. The amount of the fines for violating provisions of this code shall be set in a schedule of fines adopted by resolution or ordinance of the city council. The schedule may include escalating fine amounts for repeat violations occurring within specified periods of time.

B. The schedule of fines shall specify the amount of late payment penalty owed for any fine not paid when due.

C. Where no amount is specified by this code or by resolution or ordinance of the city council, the following fines shall apply:

- 1. A fine not exceeding one hundred dollars per day for a first violation;

2. A fine not exceeding two hundred dollars per day for a second violation of the same ordinance or permit within one year following the date of the first violation;
3. A fine not exceeding five hundred dollars per day for each additional violation of the same ordinance or permit within one year following the date of the first violation.
- D. A late payment charge of ten percent will be added on any delinquent fines on the last day of each month after the due date. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

#### **1.12.080 Satisfaction of administrative citation.**

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- A. Upon receipt of a citation, the responsible party must do the following:
  1. Pay the fine to the city or the city's contracted agent, as specified on the administrative citation itself, within thirty days following the issuance date of the administrative citation. All fines assessed shall be payable to the city. Payment of a fine shall not excuse or discharge the failure to correct the violation nor shall it bar further enforcement action by the city, including issuing additional administrative citations, initiating a criminal, civil, or administrative action, or any combination thereof.
  2. If the offense is a continuing violation and the responsible party fails to properly cease and abate within the time specified in the citation, fines shall accrue for each day after the date for compliance listed by the enforcement officer until the abatement is properly verified. Additionally, subsequent administrative citations may be issued for the same violation. The amount of the fine for failure to correct the violation shall increase at a rate specified in this chapter or by resolution.
- B. At any time following thirty days after the issuance of the citation, the city or its contracted agent may deliver a collection bill to the responsible party requiring payment for all outstanding amounts owed for the violation, including the amount due for the initial violation and any accrual of daily fines until the offense is corrected (if applicable) plus late payment charges, as provided in subsection C, less any amount remitted pursuant to subsection A of this section.
- C. Verification of Abatement. The abatement of a continuing violation must be verified by an enforcement officer of the city. The responsible party shall contact the phone number designated on the citation and schedule an inspection by an enforcement officer. Fines shall accrue until the abatement is verified, less any days delayed by action of the city in scheduling said inspection.
- D. In the event the responsible party requests an administrative hearing pursuant to Section 1.12.090, the late penalty will be assessed if the fine remains unpaid sixty days after final decision by the hearing officer that upholds the administrative citation and fines, as provided herein.
- E. The city manager, or his or her designee, may dismiss a citation or reduce any portion of an administrative fine at any time if a determination is made that it was issued in error or if the interests of justice so demand, in which event any deposit of a fine or hearing fee, or both, shall be refunded. Notice of such action shall be given to the responsible party who was issued the administrative citation in writing. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

#### **1.12.090 Request for administrative hearing.**

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- A. Any person receiving an administrative citation may contest the citation by completing a request for hearing form and returning it to the city or the city's contracted agent, as specified on the administrative citation itself, within ten calendar days after the issuance date of the administrative citation. The request for hearing must specify the requestor's name, address, and phone number, a statement describing the person's legal interest in the property that is the subject of the citation, the specific grounds for contesting the citation, and the relief or action requested from the hearing officer. Any request for a hearing not containing the information required by this section shall be returned to the requesting party by the city clerk or the city's contracted agent with a statement specifying those parts of the request for hearing form that are incomplete and indicating the manner in

which they can be made complete. The requesting person shall thereafter be allowed five days in which to perfect and resubmit the request for a hearing form. Any request for hearing must also be accompanied by an advance deposit of the fine assessed by the citation and payment of a hearing fee, which may be established by city council resolution and shall not exceed the reasonable cost to the city of a hearing. Such advance deposit of the fine may be waived by subsection C of this section.

B. A request for hearing shall toll the daily fines accruing for a continuing violation.

C. A person seeking an administrative hearing may request a hardship waiver of the fine deposit by filing with the director a completed form provided by the director which must be signed under penalty of perjury. The request must be submitted along with the request for hearing. The person requesting the waiver bears the burden of establishing a lack of the financial ability to make the deposit, and the city may, at its sole discretion, request additional documents in order to determine the person's financial inability to tender an advance deposit of the fine and hearing fee. The request will be decided by the director within three working days following the date the request is received, and the director's decision is final. The applicant shall be notified by telephone, facsimile, or in person of the decision on the request. The filing of a request for hardship waiver does not extend the time to file for an administrative hearing or pay the civil fine when due. If the request for hardship waiver is denied, an administrative hearing shall not be scheduled until and unless the fine deposit is paid within five days following the director's determination on the request for hardship waiver.

D. The failure to submit a timely and complete request for hearing or payment of the hearing fee shall terminate a person's right to contest the citation and result in a failure to exhaust administrative remedies, and the order of the citation shall serve as a final determination and conclusive evidence of the named responsible party's liability for the citation.

E. The director shall set a hearing before the hearing officer on a date that is not less than fifteen and not more than sixty days following the date that the request for hearing is filed in accordance with the provisions of this section. The person requesting the hearing shall be notified of the date, time and place set for the hearing at least ten days prior to the date of the hearing, and be given any additional written reports filed concerning the violation that are provided to the hearing officer. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

### **1.12.100 Hearing procedure.**

A. The city manager shall designate a hearing officer for the administrative citation hearing. The hearing officer shall not be a city employee, and may, but need not be, a qualified attorney, qualified city manager, or a hearing officer with the State Office of Administrative Hearings. The employment, performance evaluation, compensation and benefits of the hearing officer, if any, shall not be directly or indirectly conditioned upon the amount of administrative citation fines upheld by the hearing officer. The hearing officer shall be subject to disqualification for bias, prejudice, or material financial interest in the outcome.

B. No hearing to contest an administrative citation before a hearing officer shall be held unless and until a request for hearing form has been completed and submitted and the fine and hearing fee has been deposited in advance, unless waived in accordance with Section 1.12.090(C).

C. No later than five days after notice of the hearing date is sent to the person requesting the hearing, pursuant to Section 1.12.090(E), the requesting party may challenge the hearing officer's impartiality by filing a written statement with the city manager objecting to the hearing before the hearing officer and setting forth the specific grounds for disqualification. General and unsupported claims of bias, prejudice, or material financial interest shall not form a basis for disqualification. The city manager, or designee, shall issue and serve on the requesting person a written decision on the question of disqualification prior to the date of the hearing specified in the notice of hearing.

D. The hearing officer shall only consider evidence that is relevant to whether the violation occurred and whether the responsible party has caused or maintained the violation of this code on the date specified in the administrative citation.

E. The person contesting the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation.

F. Unless requested in advance by the person contesting the administrative citation, neither the enforcement officer nor any other representative of the city shall be required to attend the hearing, provided that any such appearance may be made at the discretion of the enforcement officer or city manager.

G. The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust the administrative remedies, and the order of the citation shall be a final determination.

H. The administrative citation and any additional documents submitted by the enforcement officer to the hearing officer shall constitute prima facie evidence of the violation and the respective facts contained in those documents.

I. At least ten days prior to the hearing, the recipient of an administrative citation shall be provided with copies of the citations, reports and other documents submitted or relied upon by the enforcement officer. No other discovery is permitted. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The hearing officer shall have the authority to issue a subpoena.

J. If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be served by certified mail on the person requesting the hearing at least five days prior to the date of the hearing.

K. The hearing officer may continue the hearing and request additional information from the enforcement officer or the recipient of the administrative citation prior to issuing a written decision. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

#### **1.12.110 Administrative hearing decision.**

A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision within ten days after the hearing to uphold or deny the administrative citation and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be the final administrative decision of the city.

B. If the hearing officer determines that the administrative citation should be upheld, then the fine amount on deposit with the city shall be retained by the city. If the citation is upheld, the responsible party shall be further liable for any balance of fines owed (if any) for applicable daily fines following the date of issuance of the citation to the date that the abatement is verified or late fees, or as otherwise determined by the hearing officer.

C. If the hearing officer determines that the administrative citation should be canceled, the city shall promptly refund the amount of the deposited fine.

D. The recipient of the administrative citation shall be served with a copy of the hearing officer's written decision by certified mail at the address listed in the hearing request. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

#### **1.12.120 Right to judicial review.**

A. Any person aggrieved by an administrative decision of a hearing officer on an administrative citation may obtain review of the administrative decision by filing a petition for review with the Orange County Superior Court in accordance with the timelines and provisions as set forth in California Government Code Section 53069.4.

B. No appeal is permitted from a decision on a request for an extension of the correction period specified on the administrative citation for building violations or where the responsible party is deemed to have abandoned the contest of the administrative citation by an unexcused nonappearance at the hearing or failure to deposit the



fine. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

### **1.12.130 Collection of unpaid fines.**

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A. The failure of any person to pay a fine or penalty assessed by administrative citation within the time specified on the citation constitutes a debt to the city. To enforce that debt, the city may file a civil action, lien or assess the subject property as set forth below, or pursue any other legal remedy to collect such debt, late charges, and other recoverable costs. A person who fails to pay any fine or other charge owed to the city under this chapter is liable in any action brought by the city for all costs incurred in securing payment of the delinquent amount, including, but not limited to, administrative costs and attorneys' fees, subject to Section 9.16.165 of this code. Such collection costs are in addition to any fines, interest, and late charges.

B. In addition to any other legal remedy, any violation of this chapter by failure to pay administrative fines or abate a continuing violation shall constitute a nuisance. To compel compliance, for property related violations, the city may seek to abate the nuisance and collect the fine and any penalties or costs incurred by means of a nuisance abatement lien and special assessment against the property that is the subject of the administrative citation. Any unpaid delinquent civil fines and penalties may be recovered as part of any such lien and special assessment against the property of the responsible party.

C. To pursue an abatement of a code violation as a nuisance and recover the costs, including any delinquent civil fines and penalties, as an abatement lien or special assessment, the city manager may at his or her discretion request the county recorder to record notice of the lien and take any other necessary action to enforce collection of this lien. The city manager may pursue these remedies whether or not the city is pursuing any other action to terminate an ongoing code violation that was the basis for the fine.

D. Before recording the lien or notice of special assessment, the city manager shall cause a notice and a report stating the amounts due and owing to be provided to the record owner of the property that is the subject of the administrative fine and the responsible party by personal service. If the city seeks a special assessment, the notice and report shall also specify that the property may be sold after three years by the tax collector for unpaid delinquent assessments. The report shall inform the owner that a failure to file a written appeal with the city within a ten-day period following the date of service or mailing of the notice shall constitute a waiver of the owner's right to appeal the imposition of the proposed lien or assessment on the owner's property. In the event that personal service is not available, the notice and report shall be served as per the requirements of Section 1.12.050. The report may include a fee, as established by city council resolution, for the administrative costs associated with the preparation and recordation of the lien or notice of special assessment.

E. Within ten days following the date of service or mailing of said notice and report, the property owner may file a written appeal to the proposed lien or assessment and shall deposit any required appeal fee with the director or designee or waive the right to such an appeal. The city council shall hear the appeal at its first regular meeting that is at least fourteen calendar days after the date on which the appeal was filed. Written notice of the hearing date shall be served on the owner, at least ten days prior to the hearing on the appeal. At the hearing on the appeal, the city council shall consider an order of a hearing officer imposing the fine or fines on the cite, the computation of the amount of the proposed lien or assessment, the evidence that the owner owns the property on which the lien or assessment is sought to be imposed, evidence that the record owner of the property on which the lien or assessment is sought has been served with the citation in accordance with this article, and evidence that a violation or violations occurred at or was related to the property on which the assessment lien is sought to be imposed. At the conclusion of the hearing, the city council may adopt, or decline to adopt, a resolution to place a lien and assessment on the property of the owner. The city council also may modify the amount of the proposed lien and assessment. The decision of the city council shall be final.

F. If no appeal is filed pursuant to subsection E of this section, the city manager shall prepare and submit a resolution to the city council that imposes a lien or assessment on the property of the owner. The city council shall adopt the proposed resolution unless it determines that such a lien or assessment would not be in the interests of justice.

G. Following city council confirmation, the city manager shall cause the lien and notice of assessment to be filed in the county recorder's office and recorded against the subject real property.

H. A lien shall have the same force, effect, and priority as a judgment lien. The fine and any penalties and costs may also be collected as a special assessment, which is added to the next regular property tax bills levied against the parcel for municipal purposes. This amount will be collected at the same time and in the same manner as ordinary property taxes are collected, and will be subject to the same penalties and procedures under foreclosure and sale as provided for with ordinary municipal taxes. After recording, the lien may be foreclosed by judicial or other sale in the manner and means provided by law.

I. Once the city receives full payment for outstanding principal, penalties, and costs related to a lien, the city manager will cause to be recorded a notice of satisfaction or provide the property owner with a notice of satisfaction for recordation at the county recorder's office. This notice of satisfaction will cancel the city's lien. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

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### **1.12.140 Notices.**

A. The administrative citation and all notices to be given by this chapter shall be served on the responsible party in accordance with Section 1.12.050 of this chapter, where applicable.

B. Failure to receive any notice specified in this chapter does not affect the validity of proceedings conducted hereunder. (Ord. 1026 § 2, 2014; Ord. 940 § 2, 2007)

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### **1.12.150 Alternate actions.**

Nothing in this chapter shall be deemed to prevent the city from commencing a civil or criminal proceeding to enforce the provisions of this code and any other ordinance of the city, or from pursuing any other legal means or remedies available to it in addition to or in lieu of the procedures set forth herein. (Ord. 1026 § 2, 2014)

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# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** February 10, 2015

**SUBJECT: REVIEW OF STOP SIGN ANALYSIS AT THE INTERSECTION OF LOLA AVENUE AND SHERRILL STREET, CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

The City Council and residents have requested that the need for Stop signs be reviewed on Lola Avenue at Sherrill Street. The City's consulting traffic engineer had previously reviewed the appropriateness of the proposed Stop signs based on the California Manual on Uniform Traffic Control Devices. After reviewing this report, the City Council can decide whether or not to install these signs.

### **RECOMMENDED ACTION:**

1. City Council review the Stop Sign Analysis at the intersection of Lola Avenue and Sherrill Street by Hartzog & Crabill, Inc.; and
2. Determine whether sufficient warrants exist for the installation of the Stop signs; and
3. Declare this project to be categorically exempt under the California Environmental Quality Act, Section 15304, Class 4 (Minor Alterations to Land); and
4. Authorize the City staff to install signs the City Council approves.

### **BACKGROUND:**

Stop signs have been used for decades as a means to control traffic at intersections on rural highways, urban arterials or residential streets. On an engineering basis, there can be various reasons for installing a Stop sign, which are called warrants. In order for a government agency to install a Stop sign, it must review the applicable warrants for an intersection and determine if the warrants exist to allow for the installation of the sign. Unwarranted Stop signs have been shown to potentially create safety risks and cause undue inconveniences to drivers.

## **ANALYSIS/JUSTIFICATION:**

The placement of Stop signs is a process specifically controlled by the State through the California Manual on Uniform Traffic Control Devices (MUTCD). The attached report provides a thorough analysis of the intersection per the MUTCD regulations. The report was prepared on November 30, 2012 and resulted in the implementation of two Stop signs on Sherrill at Lola. As the report is rather lengthy, the following are excerpts from the report that summarize the major elements.

The Hartzog & Crabill report first defines the process required by law to be followed:

The California MUTCD Multi-way Stop Applications Guidance criteria are described in the following four main parts:

- a) As an interim measure where traffic control signals are justified;
- b) Reported crashes – five or more in a 12-month period that are susceptible to correction by a multi-way stop installation;
- c) Minimum traffic and pedestrian volumes, speeds, and delay; and,
- d) Where a combination of the above criteria are all satisfied to 80 percent.

If any one, or a combination, of these criteria is met, then a multi-way stop application should be considered. If these criteria are not met, the installation of an unwarranted stop sign installation is typically not recommended as it may place the City in a position of potential liability.

The report then reviews in detail each of the four criteria at the subject intersection. In conclusion the report states:

The analysis of the four (4) main criteria provided in the California MUTCD regarding Multi-way Stop Applications showed that this intersection did not meet the minimum guidelines to justify stopping the major roadway (Lola Avenue). The four main criteria analyzed were: 1) As an interim measure where traffic control signals are justified; 2) Reported collisions – a correctible crash problem; 3) Traffic and pedestrian volumes, speeds, and delay; and 4) Where a combination of the above criteria are satisfied to 80 percent.

Additionally the report states that:

Impaired visibility, or sight distance, due to the geometry of the intersection was considered during our field-review of the surrounding urban residential environment. The geometry of the intersection does not have horizontal or vertical curvature to account for; consequently, it was determined that special traffic signage for improved visibility or advanced signage was not required.

The report also performed a sight distance analysis of stopping distances on Lola Ave.

for a car traveling 25 miles per hour and finds that there is adequate sight distance. However when the report was written in 2012 a speed analysis was not performed for the street and it was assumed that cars were traveling the street at 25 miles per hour. In a more recent study on Lola Ave. for the review of Stop signs at Lola Ave. and Wasco Rd. a speed analysis was performed and it was found that the average speed was 26 miles per hour, that 15% of the cars were traveling at 32 miles per hour or more, and that 5% of the cars were traveling at 36 miles per hour or more. As such the sight distance analysis does not include these much higher speeds. If a speed of 35 miles per hour were used, it is staff's opinion that there may not be adequate sight distance from Sherrill looking to the west.

Staff has field-reviewed the visibility at the intersection and has found visibility from northbound Sherrill Street is limited due to the curvature of the road west of the intersection and due to a light pole. Visibility could also be significantly obstructed due to vehicles parking adjacent to the intersection. Also please note that when the study was performed the bicycle path and crosswalk to the west had not yet been installed and that the crossing of bicyclists near the intersection could lead to distractions of drivers in both directions of Lola.

The adequacy of visibility is an area in which the City Council has discretion as to whether the lack of visibility creates the need for Stop signs.

**FISCAL IMPACT:**

This project will be funded with the street maintenance account 101-3500-602140. There are sufficient funds to accommodate the installation of Stop signs at this intersection.

**ENVIRONMENTAL IMPACT:**

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c as replacement of existing facilities.

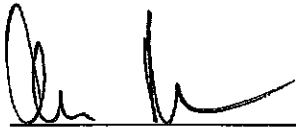
**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law. Additionally Notice Boards were placed at the intersection advising the public of the City Council's review of this item.

Prepared by:



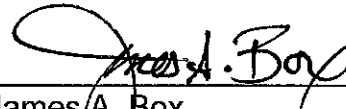
Allan Rigg, P.E., A.I.C.P.  
Director of Public Works

Concur:



Stephen Parker, CPA  
Administrative Services Director

Approved by:



James A. Box  
City Manager

**Attachments:**

- 1) Report from Hartzog & Crabill, Inc. titled "Stop Sign Analysis at the Intersection of Lola Avenue and Sherrill Street"
- 2) Speed survey from Hartzog & Crabill, Inc. report titled "Stop Sign Analysis at the Intersection of Lola Avenue and Wasco Road"



Trammell Hartzog, President  
Jerry Crabill, P.E. (Retired)  
Gerald J. Stock, P.E., Executive  
Vice-President

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[www.hartzog-crabill.com](http://www.hartzog-crabill.com)

November 30, 2012

Mr. Nick Guilliams, P.E.  
Director of Public Works/City Engineer  
**City of Stanton**  
7800 Katella Avenue  
Stanton, CA 90680

**Subject: Stop Sign Analysis at the Intersection of  
Lola Avenue and Sherrill Street**

Dear Mr. Guilliams:

Hartzog & Crabill, Inc. (HCI) has completed a Stop Sign Warrant Analysis for the subject intersection. As you will see in the attached report, our recommendation is for a two-way stop sign installation on Sherrill Street.

The analysis was completed in response to the City's request to verify if a two-way or multi-way stop sign installation is warranted, and recommended based on meeting standard guidelines. At the present time, the intersection has no traffic control signage on either intersecting street. The California Manual of Uniform Traffic Control Devices (*California MUTCD*) was used for defining the requirements for a stop sign installation.

In overall consideration of the existing uncontrolled conditions, a two-way stop sign installation on Sherrill Street is recommended in order to better define right-of-way. If approved by the City, the cost for installation of a two-way stop sign installation, including design, administration, and construction, is estimated at \$2,000.00.

It has been our pleasure to prepare this analysis for the City of Stanton. If you have any questions or need more information please call (714) 731-9455.

Very truly yours,  
**HARTZOG & CRABILL, INC.**

A handwritten signature in black ink, appearing to read 'Gerald J. Stock', is written over a horizontal line.

Gerald J. Stock, P.E.  
Vice President  
City & Traffic Engineering Services

Attach: Stop Sign Analysis Report

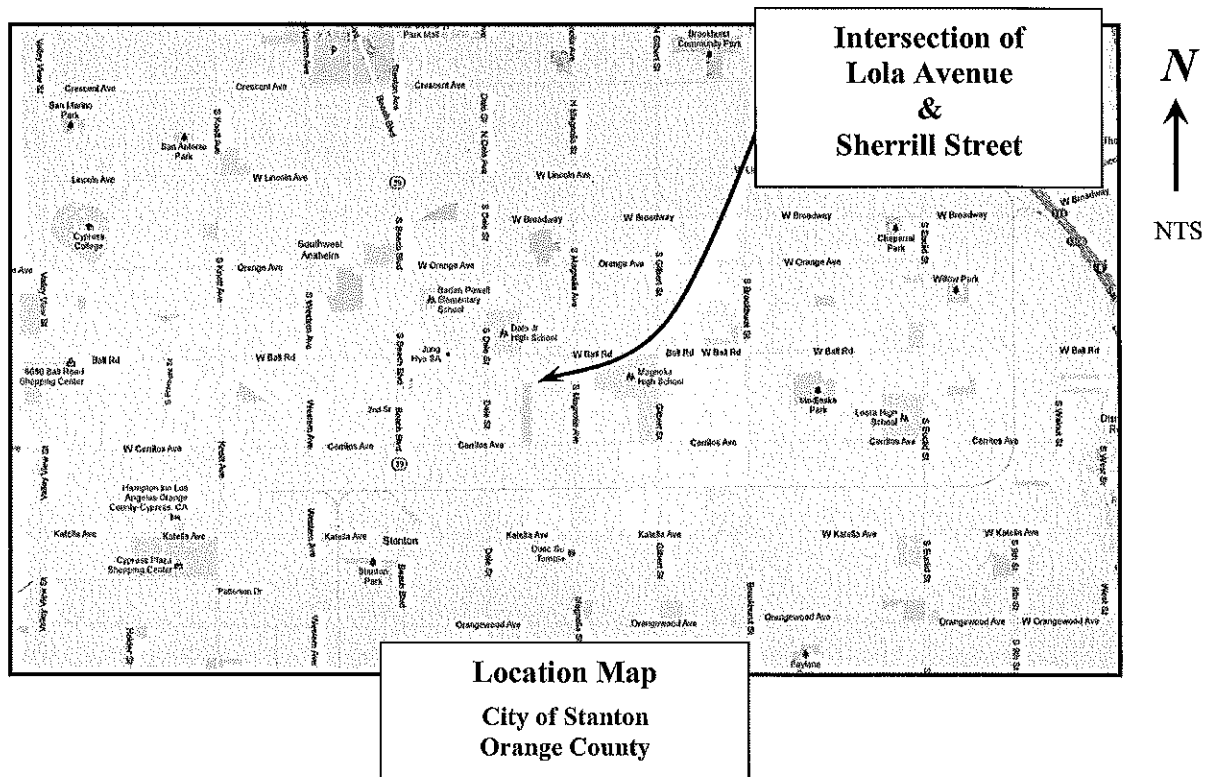
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## MULTI-WAY STOP CONTROL WARRANTS ANALYSIS LOLA AVENUE AT SHERRILL STREET IN THE CITY OF STANTON, CA

### INTRODUCTION

The City of Stanton requested Hartzog & Crabill, Inc. (HCI) to complete a Multi-way Stop Warrants Analysis at the intersection of Lola Avenue and Sherrill Street. This analysis was completed in order to verify if a two-way or four-way stop sign installation is warranted and recommended based on meeting standard guidelines.

The location is a four-legged intersection with Lola Avenue running in the east-west directions and Sherrill Street running in the north-south directions. The intersection is located west of the Interstate 5 Freeway and south of Ball Road (*see Location Map below*). The intersection is entirely within the City of Stanton's jurisdiction. At the present time there are no STOP signs posted for controlling any approach to the intersection.





## **BACKGROUND**

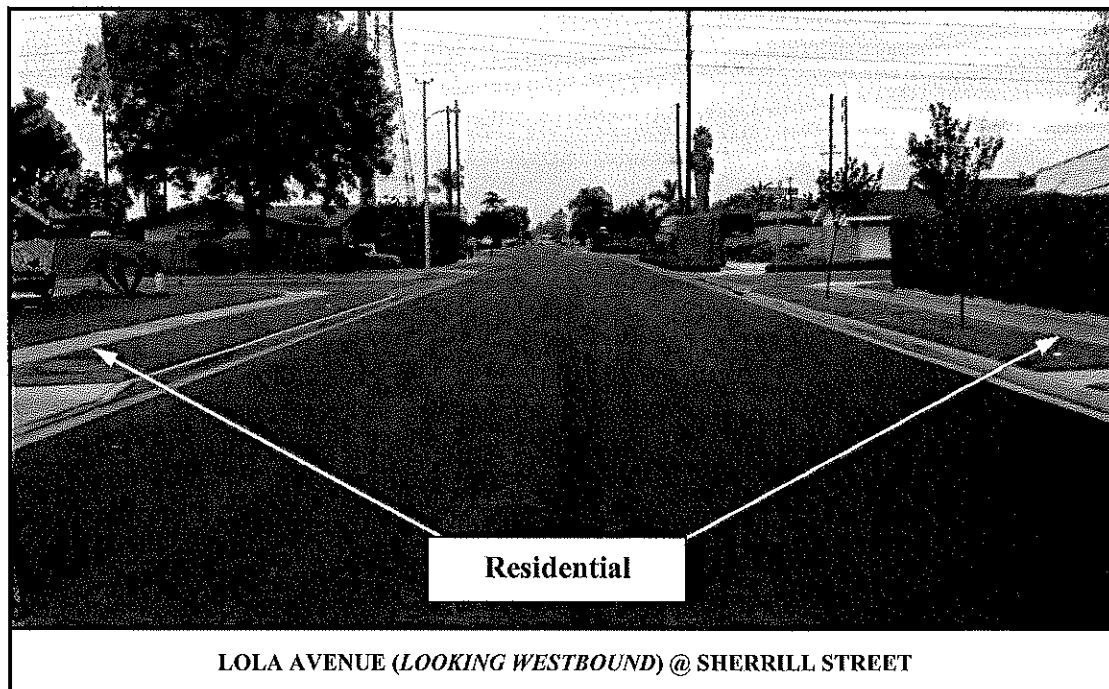
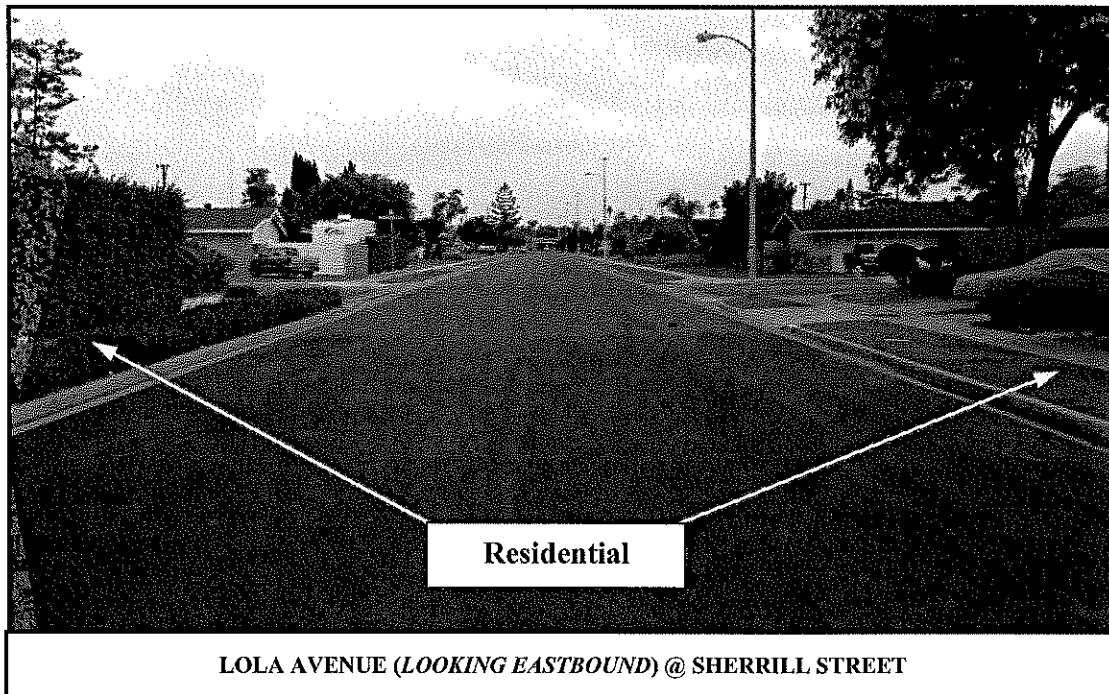
Lola Avenue is a 36-foot wide east-west local collector roadway with primarily residential frontage on both sides of the street. A landscape nursery and Hollenbeck Park are located west of the intersection with Sherrill Street. The two-lane roadway provides for one lane of traffic in each direction, which are not separated by any striping. The roadway is fully-improved with concrete curb, gutter, and sidewalk on both sides. Lola Avenue has a posted speed limit of 25 miles per hour (MPH). On-street parking is allowed on both sides of the roadway. Currently, there is no traffic control signage on Lola Avenue at its intersection with Sherrill Street.

*See Exhibit 1 (next page) for photo images of Lola Avenue.*

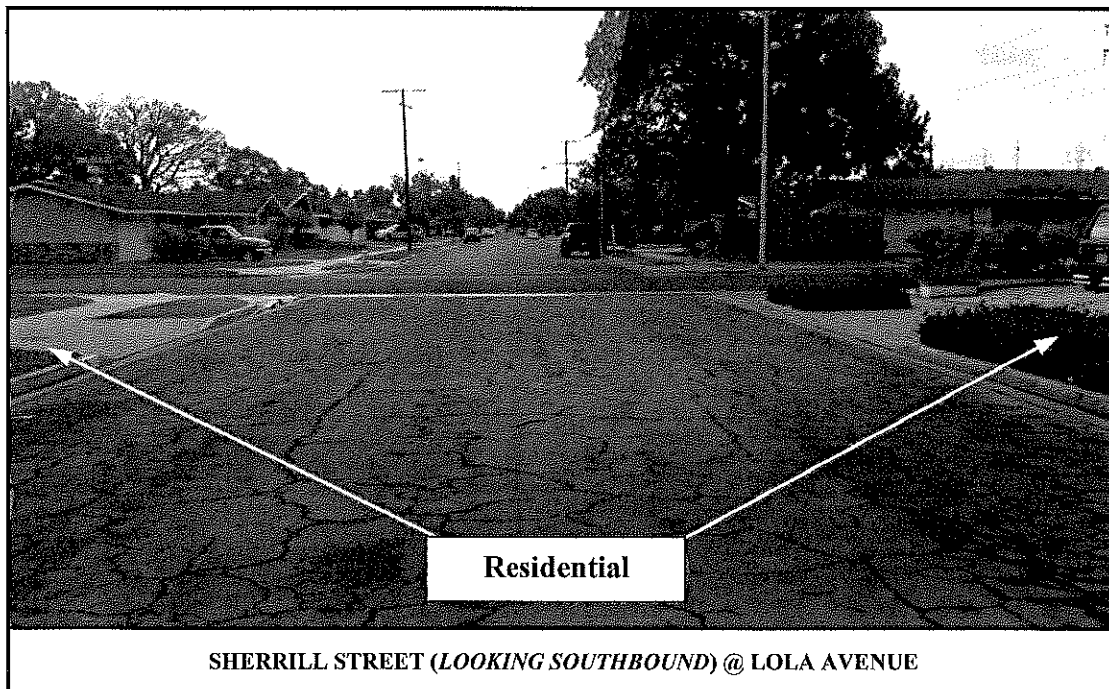
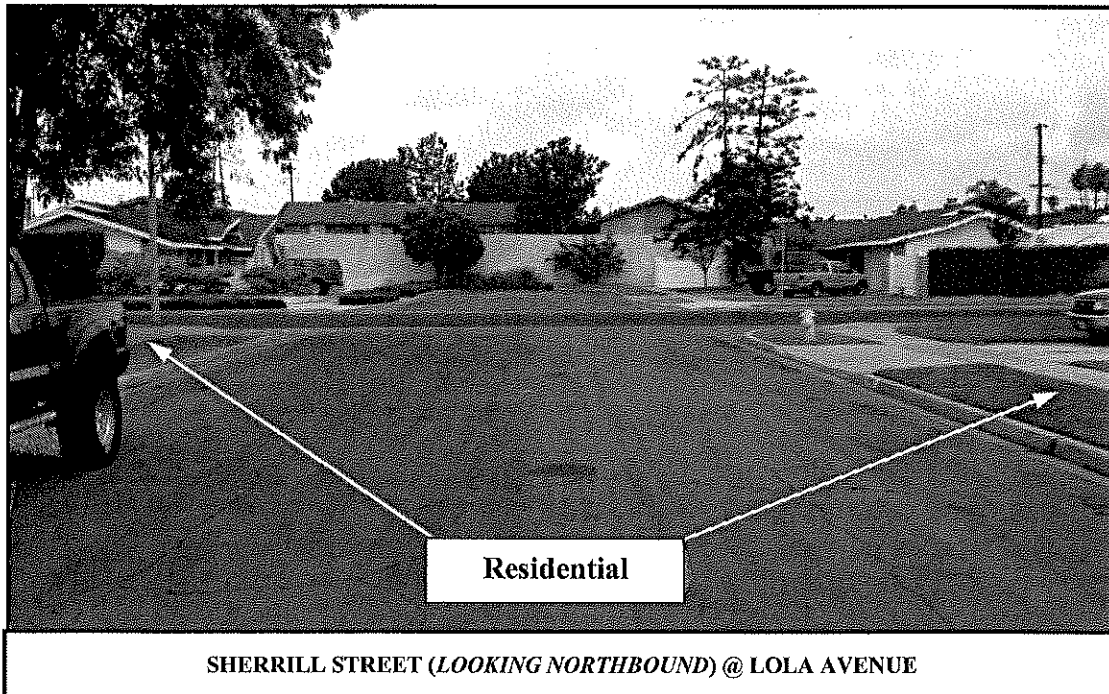
Sherrill Street is a 36-foot wide north-south local roadway with residential frontage on both sides. Sherrill Street has a northerly terminus approximately 115 feet north of Lola Avenue. The two-lane roadway provides for one lane of traffic in each direction, which are not separated by any striping. The roadway is fully-improved with concrete curb, gutter, and sidewalk on both sides. Sherrill Street also has concrete cross-gutters at its intersection with Lola Avenue. Sherrill Street has an un-posted *prima facie* speed limit of 25 MPH. On-street parking is allowed on both sides of the roadway. Currently, there is no traffic control signage on Sherrill Street at its intersection with Lola Avenue.

*See Exhibit 2 (following page) for photo images of Sherrill Street.*

**EXHIBIT 1**



**EXHIBIT 2**



## **WARRANT GUIDELINES**

As is common practice with many municipal agencies, the City of Stanton follows State guidelines for determining if traffic control devices, such as multi-way stop signs, should be installed. Therefore, the prevailing source used for this analysis is the State of California Manual of Uniform Traffic Control Devices (*California MUTCD*). The California MUTCD contains minimum guidelines regarding traffic volumes, collisions, speeds, visibility, and other criteria in order to satisfy the requirements, in this case, for the recommendation and installation of a two-way or multi-way stop.

The California MUTCD Multi-way Stop Applications Guidance criteria are described in the following four main parts:

- 1) As an interim measure where traffic control signals are justified;
- 2) Reported crashes – five or more in a 12-month period that are susceptible to correction by a multi-way stop installation;
- 3) Minimum traffic and pedestrian volumes, speeds, and delay; and,
- 4) Where a combination of the above criteria are all satisfied to 80 percent.

If any one, or a combination, of these criteria is met, then a multi-way stop application should be considered. If these criteria are not met, the installation of an unwarranted stop sign installation is typically not recommended as it may place the City in a position of potential liability.

*The California MUTCD guidelines for Right-of-Way at Intersections, STOP Sign Applications, Multi-way Stop Applications, and Yield Sign Applications are included in Appendix A.*

## MULTI-WAY STOP ANALYSIS

The California MUTCD Multi-way Stop Applications section contains guidelines, such as minimum collisions and traffic volumes necessary for the justification of a multi-way stop control. The general guidelines given for a stop sign application begin with using engineering judgment for the installation of a stop sign(s) on a street entering a through highway and where high speeds on the cross street make entry difficult, or due to restricted view, or when crash records indicate a need for control by a stop sign.

Further guidance criteria found in the California MUTCD include the following important statements: *“YIELD or STOP signs should not be used for speed control... In most cases, the street carrying the lowest volume of traffic should be controlled... A YIELD or STOP sign should not be installed on the higher volume roadway unless justified by an engineering study... Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.”*

### *Collision History*

The guidelines for Multi-way Stop Applications contained in the California MUTCD regarding collisions, or crashes, require a minimum of five (5) reported crashes occurring in a 12-month period that are susceptible to correction by a multi-way stop installation in order to satisfy the collision warrant. Such crashes include right- and left-turn collisions, as well as right-angle collisions (i.e., broadside, or head-on). The available accident history for the intersection was gathered from the California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS). A comprehensive 5-year traffic collision history summary report was prepared and reviewed for collisions susceptible to correction by the installation of a multi-way stop. Table 1 (*next page*) provides the most recent summary of collision history occurring at or near this intersection.

*All traffic collision data collected for this intersection is included in Appendix B.*

**Collision History (continued)**

**TABLE 1  
COLLISION SUMMARY**

Intersection	2007-08		2009		2010		2011	
	Date	Type of Coll. / Correctible?	Date	Type of Coll. / Correctible?	Date	Type of Coll. / Correctible?	Date	Type of Coll. / Correctible?
Lola Avenue at Sherrill Street		None Reported		None Reported	02/17	Hit Object / No		None Reported

**Notes:** Information above is derived per a 5-year intersection traffic collision database report provided by the CHP SWITRS.

- 1) Type of Coll. = Type of Collision (*i.e., broadside, rear-end, etc.*)
- 2) Correctible? = Yes / No.

As shown, there has only been (1) reported collision at or near the intersection during the past (5) years, which is not considered correctible. Since this warrant requires a minimum of (5) correctible reported crashes to occur within a 12-month period, the collision warrant is not satisfied.

***Traffic Volumes***

HCI collected 24-hour intersection approach vehicular counts to determine traffic volumes that use this intersection on a typical day (Thursday, October 25, 2012). The Average Daily Traffic (ADT) count for Lola Avenue is 1,515 vehicles per day with the highest AM peak-hour volume of 143 vehicles and the highest PM peak-hour volume of 140 vehicles. The ADT count for Sherrill Street is 349 vehicles per day with the highest AM peak-hour volume of 51 vehicles and the highest PM peak-hour volume of 25 vehicles. Table 2 below provides a breakdown of the approach volumes.

***All traffic volume data collected for this intersection is included in Appendix C.***

*Traffic Volumes (continued)*

**TABLE 2**  
**HIGHEST 24-HOUR INTERSECTION APPROACH VEHICLE COUNTS**

Street	Direction	ADT Volume	Directional Split	Highest Hourly Volume
Lola Avenue	Eastbound	752	49.6%	70 (6:00–7:00PM)
	Westbound	763	50.4%	83 (7:00–8:00AM)
Sherrill Street	Northbound	342	98%	49 (7:00–8:00AM)
	Southbound	7	2%	2 (7:00–8:00AM)

Lola Avenue is considered the ‘through’ or ‘major’ street due to the roadway traffic volumes and intersection geometry, as well as cross-gutters on Sherrill Street requiring northbound/southbound traffic to slow or stop at the intersection before proceeding straight, left, or right. It can be expected that the traffic volumes on the minor street are considerably less than those on the major street. As can be seen from the table above, this is the case, as Lola Avenue carries approximately (81%) of the entire traffic entering the intersection.

A part of the California MUTCD guideline criteria also calls for a reduction in the required minimum volumes when the critical approach speed (*or 85<sup>th</sup>-percentile speed*) on the major street exceeds 40 MPH. If this is the case, the minimum vehicular volumes to be met for a multiway stop installation are reduced to 70%.

As both roadways have either a posted or *prima facie* residential speed limit of 25 MPH, the 70% minimum volumes for a multi-way stop sign analysis are not applicable.

**Traffic Volumes (continued)**

It is important to note that the hourly vehicle traffic counts shown in Table 2 above are given for the highest hour of traffic for each direction, and serve as a good indicator to compare with the required minimum hourly traffic volumes in the California MUTCD multi-way stop guidelines. However, it should also be mentioned that the average hourly minimum volumes for a multi-way stop application [*average 300 vehicles from both approaches on major street*] are to be satisfied for any eight (8) hours of an average day.

Table 3 below shows the California MUTCD minimum traffic volume guidelines for a Multi-way Stop Application in comparison with the highest 8-hour traffic count data at this intersection. Both Parts 1 and 2 of the minimum volume warrants below must be satisfied in order to fulfill either of these traffic volume warrants.

**TABLE 3  
MULTIWAY STOP SIGN WARRANT FOR MINIMUM TRAFFIC VOLUMES  
LOLA AVENUE AT SHERRILL STREET**

<p style="text-align: center;"><b>Part 1.</b></p> <p>The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any (8) hours of an average day,</p> <p style="text-align: center;"><b>Results:</b></p> <p>No, average (114) vehicles per hour Meets 38% of required average major street hourly traffic volumes</p>	<i>and</i>	<p style="text-align: center;"><b>Part 2.</b></p> <p>The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same (8) hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour,</p> <p style="text-align: center;"><b>Results:</b></p> <p>No, average (25) vehicles per hour Meets 13% of required minor street hourly traffic volumes</p>	<i>but</i>	<p style="text-align: center;"><b>Part 3.</b></p> <p>If the 85<sup>th</sup> -percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are (70) percent of the above values.</p> <p style="text-align: center;"><b>Results: No &lt; 40 MPH</b></p>
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As shown above, the average hourly intersection approach traffic volumes did not satisfy both Parts 1 and 2 required volumes (38% *major street* / 13% *minor street*). It should be mentioned, pedestrians and bicycle volumes were not included in the data collection; however, it can reasonably be assumed that the intersection volumes are low and not close to meeting the minimum guidelines even if they were added. Consequently, the traffic volume warrant is not considered satisfied at this time.



### *Speeds*

As mentioned, Lola Avenue has a posted speed limit of 25 MPH, and Sherrill Street has a *prima facie* residential speed limit of 25 MPH. These speeds correspond to the speeds that may be expected on two-lane local collector roadways. Additionally, field observations showed that vehicles were not regularly speeding over this speed limit near the intersection, and were found typical of an urbanized two-lane local roadway environment.

### *Visibility*

Impaired visibility, or sight distance, due to the geometry of the intersection was considered during our field-review of the surrounding urban residential environment. The geometry of the intersection does not have horizontal or vertical curvature to account for; consequently, it was determined that special traffic signage for improved visibility or advanced signage was not required.

A driver's sight distance was measured from Sherrill Street. The measured distances were derived from the stopping sight distance guidelines found in the California MUTCD (*see Appendix D*). In this reference, a 25 MPH roadway speed recommends a minimum Stopping Sight Distance of 155 feet.

More specifically, this stopping sight distance was field-measured from a typical 'stopped' vehicle location on Sherrill Street towards the oncoming lanes of traffic on Lola Avenue. An orange cone was set at this minimum distance from the side-street vehicle position. A photograph was then taken from the stopped vehicle's perspective.

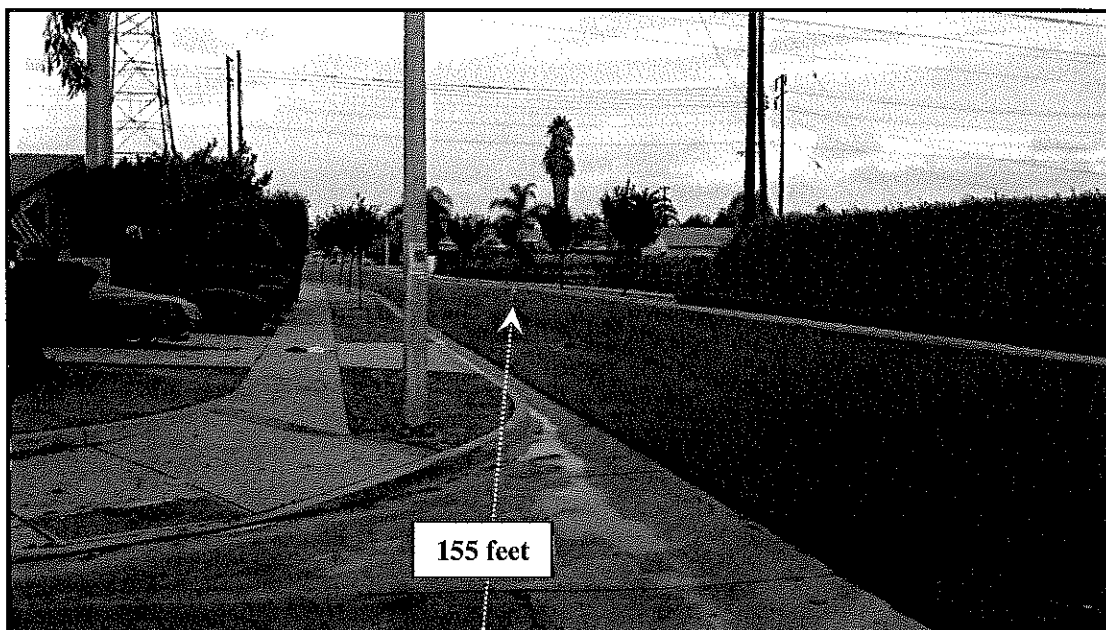
*(See sight distance photos in Exhibits 3 and 4 on the following pages).*

As shown, both directions had a clear line of sight to the cone and met the minimum stopping sight distance guideline.

**EXHIBIT 3**

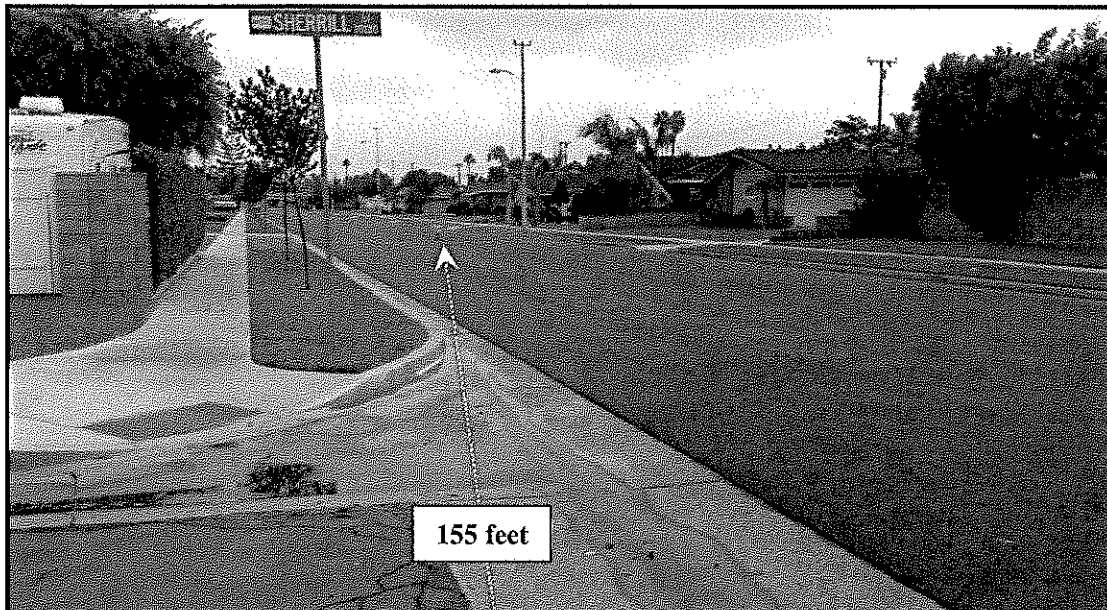


**SHERRILL STREET (SOUTH SIDE - LOOKING EAST) @ LOLA AVENUE**

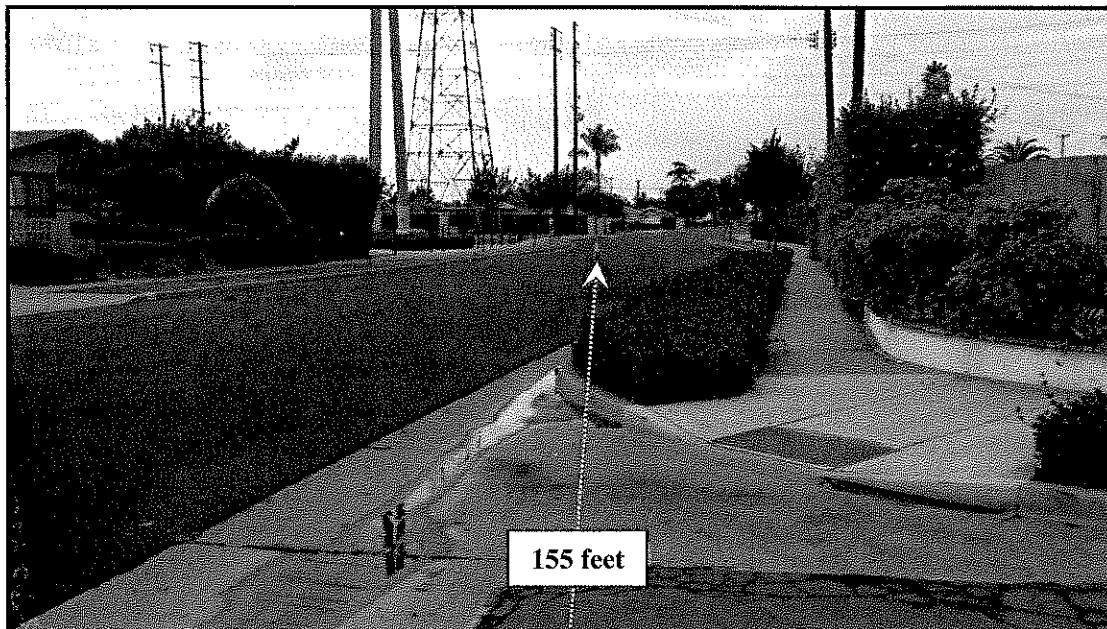


**SHERRILL STREET (SOUTH SIDE - LOOKING WEST) @ LOLA AVENUE**

**EXHIBIT 4**



**SHERRILL STREET (NORTH SIDE - LOOKING EAST) @ LOLA AVENUE**



**SHERRILL STREET (NORTH SIDE - LOOKING WEST) @ LOLA AVENUE**

## **MULTIWAY STOP ANALYSIS SUMMARY**

As this intersection currently has no traffic control, if stop signs were considered, in most cases, the roadway carrying the lowest volume of traffic (Sherrill Street) should be controlled. Sherrill Street also has concrete cross-gutters that provide a small 'dip' causing vehicles to slow down as they proceed onto/across Lola Avenue. Moreover, in terms of right-of-way, the California MUTCD guidelines provide for the use of STOP signs on a street entering a designated through street. At this location, Sherrill Street enters Lola Avenue, which acts as a through collector street leading to the arterial roadways of Dale Street and Magnolia Avenue. Therefore, at minimum, a two-way STOP sign installation controlling Sherrill Street may be considered.

The analysis of the four (4) main criteria provided in the California MUTCD regarding Multi-way Stop Applications showed that this intersection did not meet the minimum guidelines to justify stopping the major roadway (Lola Avenue). The four main criteria analyzed were: 1) As an interim measure where traffic control signals are justified; 2) Reported collisions – a correctible crash problem; 3) Traffic and pedestrian volumes, speeds, and delay; and 4) Where a combination of the above criteria are satisfied to 80 percent.

In summary, the collision history at the intersection resulted in only (1) collision that was not considered correctible during the last (5) years, where the minimum guideline calls for at least five (5) correctible collisions in a 12-month period. The minimum hourly traffic volume guidelines that are to be satisfied for any eight (8) hours in an average day for a multi-way stop were also not satisfied. Excessive delay to the minor roadway was not observed in terms of waiting for a gap on the major roadway. Therefore, since intersection collision history and traffic volumes do not satisfy the minimum volumes, it can also be derived that a traffic signal is not justified at this intersection. The 80% combined criteria were also not met as both the collision history and the minimum traffic volumes guidelines were not satisfied to this percentage.

## **MULTIWAY STOP ANALYSIS SUMMARY (continued)**

However, engineering judgment should always be included in any decision regarding traffic safety improvements. In terms of speeds, intersection geometry, and visibility, it was determined that this intersection did not require special signage or further traffic control measures to account for impaired sight distance. Further intersection information was obtained from the field in regards to pedestrian and bicycle activity. Field observations confirmed a low-to-moderate activity of both. Additionally, intersection lighting was verified and found to be adequate as there was typical local roadway lighting on one street light pole located on the southwest corner. As a result, engineering judgment does not support more than a two-way stop sign installation at this intersection.

## **CONCLUSION / RECOMMENDATION**

In overall consideration of the existing conditions at the intersection of Lola Avenue and Sherrill Street, a two-way stop sign installation on Sherrill Street is recommended in order to better define right-of-way. If approved by the City, the cost for installation of a two-way stop sign installation, including design, administration, and construction, is estimated at \$2,000.00.

**APPENDIX A**

**MULTIWAY STOP APPLICATIONS  
GUIDELINES:**

***CALIFORNIA MUTCD***

**Standard:**

**03 Except as provided in Paragraphs 4 and 5, the minimum sizes for regulatory signs facing traffic on multi-lane conventional roads shall be as shown in the Multi-lane column of Table 2B-1 and 2B-1(CA).**

**Option:**

**04 Where the posted speed limit is 35 mph or less on a multi-lane highway or street, other than for a STOP sign, the minimum size shown in the Single Lane column in Table 2B-1 and 2B-1(CA) may be used.**

**05 Where a regulatory sign, other than a STOP sign, is placed on the left-hand side of a multi-lane roadway in addition to the installation of the same regulatory sign on the right-hand side of the roadway, the size shown in the Single Lane column in Table 2B-1 and 2B-1(CA) may be used for both the sign on the right-hand side and the sign on the left-hand side of the roadway.**

**Standard:**

**06 A minimum size of 36 x 36 inches shall be used for STOP signs that face multi-lane approaches.**

**07 Where side roads intersect a multi-lane street or highway that has a speed limit of 45 mph or higher, the minimum size of the STOP signs facing the side road approaches, even if the side road only has one approach lane, shall be 36 x 36 inches.**

**08 Where side roads intersect a multi-lane street or highway that has a speed limit of 40 MPH or lower, the minimum size of the STOP signs facing the side road approaches shall be as shown in the Single Lane or Multi-lane columns of Table 2B-1 and 2B-1(CA) based on the number of approach lanes on the side street approach.**

**Guidance:**

**09 The minimum sizes for regulatory signs facing traffic on exit and entrance ramps should be as shown in the column of Table 2B-1 and 2B-1(CA) that corresponds to the mainline roadway classification (Expressway or Freeway). If a minimum size is not provided in the Freeway column, the minimum size in the Expressway column should be used. If a minimum size is not provided in the Freeway or Expressway Column, the size in the Oversized column should be used.**

**Section 2B.04 Right-of-Way at Intersections**

**Support:**

**01 State or local laws written in accordance with the "Uniform Vehicle Code" (see Section 1A.11) establish the right-of-way rule at intersections having no regulatory traffic control signs such that the driver of a vehicle approaching an intersection must yield the right-of-way to any vehicle or pedestrian already in the intersection. When two vehicles approach an intersection from different streets or highways at approximately the same time, the right-of-way rule requires the driver of the vehicle on the left to yield the right-of-way to the vehicle on the right. The right-of-way can be modified at through streets or highways by placing YIELD (R1-2) signs (see Sections 2B.08 and 2B.09) or STOP (R1-1) signs (see Sections 2B.05 through 2B.07) on one or more approaches.**

**Guidance:**

**02 Engineering judgment should be used to establish intersection control. The following factors should be considered:**

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;**
- B. Number and angle of approaches;**
- C. Approach speeds;**
- D. Sight distance available on each approach; and**
- E. Reported crash experience.**

**03 YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:**

- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;**
- B. A street entering a designated through highway or street; and/or**
- C. An unsignalized intersection in a signalized area.**

*04 In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:*

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;*
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or*
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.*

*05 YIELD or STOP signs should not be used for speed control.*

**Support:**

*06 Section 2B.07 contains provisions regarding the application of multi-way STOP control at an intersection.*

**Guidance:**

*07 Once the decision has been made to control an intersection, the decision regarding the appropriate roadway to control should be based on engineering judgment. In most cases, the roadway carrying the lowest volume of traffic should be controlled.*

*08 A YIELD or STOP sign should not be installed on the higher volume roadway unless justified by an engineering study.*

**Support:**

*09 The following are considerations that might influence the decision regarding the appropriate roadway upon which to install a YIELD or STOP sign where two roadways with relatively equal volumes and/or characteristics intersect:*

- A. Controlling the direction that conflicts the most with established pedestrian crossing activity or school walking routes;*
- B. Controlling the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds; and*
- C. Controlling the direction that has the best sight distance from a controlled position to observe conflicting traffic.*

**Standard:**

**10 Because the potential for conflicting commands could create driver confusion, YIELD or STOP signs shall not be used in conjunction with any traffic control signal operation, except in the following cases:**

- A. If the signal indication for an approach is a flashing red at all times;**
- B. If a minor street or driveway is located within or adjacent to the area controlled by the traffic control signal, but does not require separate traffic signal control because an extremely low potential for conflict exists; or**
- C. If a channelized turn lane is separated from the adjacent travel lanes by an island and the channelized turn lane is not controlled by a traffic control signal.**

**10a STOP signs shall not be erected at any entrance to an intersection controlled by traffic signals. Refer to CVC 21355(a).**

**11 Except as provided in Section 2B.09, STOP signs and YIELD signs shall not be installed on different approaches to the same unsignalized intersection if those approaches conflict with or oppose each other.**

**12 Portable or part-time STOP or YIELD signs shall not be used except for emergency and temporary traffic control zone purposes.**

**13 A portable or part-time (folding) STOP sign that is manually placed into view and manually removed from view shall not be used during a power outage to control a signalized approach unless the maintaining agency establishes that the signal indication that will first be displayed to that approach upon restoration of power is a flashing red signal indication and that the portable STOP sign will be manually removed from view prior to stop-and-go operation of the traffic control signal.**

**Option:**

**14 A portable or part-time (folding) STOP sign that is electrically or mechanically operated such that it only displays the STOP message during a power outage and ceases to display the STOP message upon restoration of power may be used during a power outage to control a signalized approach.**



Support:

15 Section 9B.03 contains provisions regarding the assignment of priority at a shared-use path/ roadway intersection.

**Section 2B.05 STOP Sign (R1-1) and ALL WAY Plaque (R1-3P)**

**Standard:**

01 When it is determined that a full stop is always required on an approach to an intersection, a STOP (R1-1) sign (see Figure 2B-1) shall be used.

02 The STOP sign shall be an octagon with a white legend and border on a red background.

03 Secondary legends shall not be used on STOP sign faces.

04 At intersections where all approaches are controlled by STOP signs (see Section 2B.07), an ALL WAY supplemental plaque (R1-3P) shall be mounted below each STOP sign. The ALL WAY plaque (see Figure 2B-1) shall have a white legend and border on a red background.

05 The ALL WAY plaque shall only be used if all intersection approaches are controlled by STOP signs.

06 Supplemental plaques with legends such as 2-WAY, 3-WAY, 4-WAY, or other numbers of ways shall not be used with STOP signs.

Support:

07 The use of the CROSS TRAFFIC DOES NOT STOP (W4-4P) plaque (and other plaques with variations of this word message) is described in Section 2C.59.

**Guidance:**

08 *Plaques with the appropriate alternative messages of TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP (W4-4aP) or ONCOMING TRAFFIC DOES NOT STOP (W4-4bP) should be used at intersections where STOP signs control all but one approach to the intersection, unless the only non-stopped approach is from a one-way street.*

**Option:**

09 An EXCEPT RIGHT TURN (R1-10P) plaque (see Figure 2B-1) may be mounted below the STOP sign if an engineering study determines that a special combination of geometry and traffic volumes is present that makes it possible for right-turning traffic on the approach to be permitted to enter the intersection without stopping.

Support:

10 The design and application of Stop Beacons are described in Section 4L.05.

11 A STOP (R1-1) sign is not a "cure-all" and is not a substitute for other traffic control devices. Often, the need for a STOP (R1-1) sign can be eliminated if the sight distance is increased by removing obstructions.

**Through Highways**

**Option:**

12 STOP (R1-1) signs may be installed either at or near the entrance to a State highway, except at signalized intersections, or at any location so as to control traffic within an intersection. Refer to CVC 21352 and 21355. See Section 1A.11 for information regarding this publication.

Support:

13 When STOP (R1-1) signs or traffic control signals have been erected at all entrances, a highway constitutes a through highway. Refer to CVC 600.

14 Authority to place STOP (R1-1) signs facing State highway traffic is delegated to the Department of Transportation's District Directors.

**Option:**

15 Local authorities may designate any highway under their jurisdiction as a through highway and install STOP (R1-1) signs in a like manner. Refer to CVC 21354.

**Standard:**

16 No local authority shall erect or maintain any STOP (R1-1) sign or other traffic control device requiring a stop, on any State highway, except by permission of the Department of Transportation. Refer to CVC 21353.

Support:

17 The Department of Transportation will grant such permission only when an investigation indicates that the STOP (R1-1) sign will benefit traffic.

## **Section 2B.06 STOP Sign Applications**

### **Guidance:**

- 01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*
- 02 *The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*
  - A. *The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
  - B. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
  - C. *Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

### **Support:**

- 03 *The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.*

## **Section 2B.07 Multi-Way Stop Applications**

### **Support:**

- 01 *Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.*

- 02 *The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.*

### **Guidance:**

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
  - A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
  - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
  - C. *Minimum volumes:*
    - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
    - 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
    - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
  - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

### **Option:**

- 05 *Other criteria that may be considered in an engineering study include:*
  - A. *The need to control left-turn conflicts;*
  - B. *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
  - C. *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*
  - D. *An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

## **Section 2B.08 YIELD Sign (R1-2)**

### **Standard:**

01 The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.

### **Support:**

02 The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down to a speed that is reasonable for the existing conditions or stop when necessary to avoid interfering with conflicting traffic.)

## **Section 2B.09 YIELD Sign Applications**

### **Option:**

01 YIELD signs may be installed:

- A. On the approaches to a through street or highway where conditions are such that a full stop is not always required.)
- B. At the second crossroad of a divided highway, where the median width at the intersection is 30 feet or greater. In this case, a STOP or YIELD sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.)
- C. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.)
- D. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.)
- E. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.)

### **Standard:**

02 A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout. YIELD signs at roundabouts shall be used to control the approach roadways and shall not be used to control the circulatory roadway.)

03 Other than for all of the approaches to a roundabout, YIELD signs shall not be placed on all of the approaches to an intersection.)

## **Section 2B.10 STOP Sign or YIELD Sign Placement**

### **Standard:**

01 The STOP or YIELD sign shall be installed on the near side of the intersection on the right-hand side of the approach to which it applies. When the STOP or YIELD sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see Section 2C.36) shall be installed in advance of the STOP sign or a Yield Ahead sign (see Section 2C.36) shall be installed in advance of the YIELD sign.

02 The STOP or YIELD sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.

02a YIELD signs shall not be erected upon the approaches to more than one of the intersecting streets. Refer to CVC 21356.

03 STOP signs and YIELD signs shall not be mounted on the same post.

04 No items other than inventory stickers, sign installation dates, and bar codes shall be affixed to the fronts of STOP or YIELD signs, and the placement of these items shall be in the border of the sign.

05 No items other than official traffic control signs, inventory stickers, sign installation dates, anti-vandalism stickers, and bar codes shall be mounted on the backs of STOP or YIELD signs.

06 No items other than retroreflective strips (see Section 2A.21) or official traffic control signs shall be mounted on the fronts or backs of STOP or YIELD signs supports.

06a If other signs are grouped with a STOP sign, except for ONE WAY (R6-1 & R6-2) signs and Street Name (D3-1 or G7-1(CA)) signs (see Sections 2B.40 & 2D.43), they shall be installed below the STOP sign.

### **Guidance:**

07 STOP or YIELD signs should not be placed farther than 50 feet from the edge of the pavement of the intersected roadway (see Drawing F in Figure 2A-3).

## **APPENDIX B**

### **SWITRS COLLISION HISTORY**

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**City of Stanton**  
**SWITRS Collision History 2007 - 2011**  
**Intersection of Lola Ave and Sherrill St**

CASE ID	COLLISION DATE	COLL. TIME	PRIMARY ROAD	SECONDARY ROAD	DISTANCE	DIRECTION	INTERSECTION	WEATHER 1	COLLISION SEVERITY	PRIMARY COLL. FACTOR	PCF VIOL. CAT.	HIT AND RUN	TYPE OF COLL.	MOTOR VEHICLE INVOLVED WITH	ROAD SURF.
4559485	20100217	1200	SHERRILL ST	LOLA AV	7	S	N	A	0	A	1	M	E	I	A

**NOTES:**

**Weather 1**  
A - Clear  
B - Cloudy  
C - Raining  
D - Snowing  
E - Fog  
F - Other  
G - Wind  
-- Not Stated

**Collision Severity**  
1 - Fatal  
2 - Injury (Severe)  
3 - Injury (Other Visible)  
4 - Injury (Complaint of Pain)  
0 - PDO (Property Damage Only)

**Primary Collision Factor**  
A - (Vehicle) Code Violation  
B - Other Improper Driving  
C - Other Than Driver  
D - Unknown  
E - Fell Asleep  
-- Not Stated

**PCF Violation Category**  
01 - Driving or Bicycling Under Influence  
02 - Impeding Traffic  
03 - Unsafe Speed  
04 - Following Too Closely  
05 - Wrong Side of Road  
06 - Improper Passing  
07 - Unsafe Lane Change  
08 - Improper Turning  
09 - Automobile ROW  
10 - Pedestrian ROW  
11 - Pedestrian Violation  
12 - Traffic Signals and Signs  
13 - Hazardous Parking  
14 - Lights  
15 - Brakes  
16 - Other Equipment  
17 - Other Hazardous Violation  
18 - Other Than Driver (or Ped)  
19 -  
20 -  
21 - Unsafe Starting or Backing  
22 - Other Improper Driving  
23 - Pedestrian or "Other" Under the Influence  
24 - Fell Asleep  
00 - Unknown  
-- Not Stated

**Hit and Run**  
F - Felony  
M - Misdemeanor  
N - Not Hit & Run

**Type of Collision**  
A - Head-On  
B - Sideswipe  
C - Rear-End  
D - Broadside  
E - Hit Object  
F - Overturned  
G - Vehicle/Pedestrian  
H - Other  
-- Not Stated

**Motor Vehicle Involved With:**  
A - Non-Collision  
B - Pedestrian  
C - Other Motor Vehicle  
D - Motor Vehicle on Other Roadway  
E - Parked Motor Vehicle  
F - Train  
G - Bicycle  
H - Animal  
I - Fixed Object  
J - Other Object  
-- Not Stated

**Road Surface**  
A - Dry  
B - Wet  
C - Snowy or Icy  
D - Slippery  
-- Not Stated

## **APPENDIX C**

### **AVERAGE DAILY TRAFFIC (ADT) INTERSECTION COUNT DATA**

Volumes for: Thursday, October 25, 2012										City: Stanton		Daily Totals								Total	
Location: Sherrill St & Lola Ave										Project: 12-1237-002		NB		SB		EB		WB		Total	
										342		7		752		763		1,864			
AM Period	NB	SB	EB	WB						PM Period	NB	SB	EB	WB							
00:00	0	0	5	5						12:00	1	0	4	6							
00:15	0	0	1	3						12:15	4	1	4	4							
00:30	0	0	2	0						12:30	4	0	5	5							
00:45	0	0	1	9	0	8	17			12:45	8	17	0	1	7	20	7	22	60		
01:00	1	0	3	5						13:00	3	0	6	9							
01:15	0	0	1	3						13:15	6	0	8	12							
01:30	1	0	3	1						13:30	4	0	9	3							
01:45	0	2	0	1	8	3	12	22			13:45	6	19	0	16	39	6	30	88		
02:00	0	0	2	0						14:00	2	0	10	7							
02:15	3	0	0	3						14:15	6	0	14	15							
02:30	0	0	2	1						14:30	12	0	17	12							
02:45	0	3	0	1	5	1	5	13			14:45	5	25	0	15	56	17	51	132		
03:00	0	0	1	0						15:00	2	0	11	11							
03:15	0	0	2	1						15:15	6	0	9	10							
03:30	0	0	1	2						15:30	5	0	7	7							
03:45	0	0	1	5	1	4	9			15:45	2	15	0	11	38	18	46	99			
04:00	0	0	0	1						16:00	9	0	17	11							
04:15	1	0	1	0						16:15	3	0	17	16							
04:30	0	0	2	3						16:30	5	0	12	22							
04:45	1	2	0	1	4	0	4	10			16:45	7	24	0	15	61	9	58	143		
05:00	2	0	1	0						17:00	8	0	23	20							
05:15	2	0	3	1						17:15	6	0	19	17							
05:30	0	0	0	3						17:30	3	0	9	16							
05:45	5	9	0	7	11	0	4	24			17:45	3	20	0	18	69	18	71	160		
06:00	1	0	5	2						18:00	5	0	21	17							
06:15	3	0	10	3						18:15	7	0	19	16							
06:30	3	0	15	8						18:30	7	1	15	16							
06:45	6	13	0	13	43	6	19	75			18:45	5	24	0	1	15	70	9	58	153	
07:00	5	0	12	7						19:00	1	1	11	13							
07:15	10	1	10	19						19:15	3	0	8	12							
07:30	24	0	18	34						19:30	4	0	6	9							
07:45	10	49	1	2	20	60	23	83	194			19:45	3	11	0	1	7	32	20	54	98
08:00	5	0	16	15						20:00	3	0	12	16							
08:15	11	0	13	26						20:15	4	0	11	2							
08:30	10	0	5	14						20:30	2	0	8	8							
08:45	3	29	1	1	8	42	9	64	136			20:45	1	10	0	18	49	8	34	93	
09:00	5	0	7	6						21:00	0	0	10	13							
09:15	4	0	8	4						21:15	2	0	14	3							
09:30	4	0	5	3						21:30	1	0	5	2							
09:45	8	21	0	7	27	4	17	65			21:45	4	7	0	5	34	11	29	70		
10:00	6	0	6	7						22:00	1	0	4	5							
10:15	3	0	7	3						22:15	2	0	3	11							
10:30	4	0	4	4						22:30	2	0	2	10							
10:45	4	17	0	5	22	6	20	59			22:45	5	10	0	4	13	5	31	54		
11:00	4	1	5	3						23:00	1	0	1	5							
11:15	4	0	9	6						23:15	0	0	4	7							
11:30	3	0	8	8						23:30	1	0	1	1							
11:45	2	13	0	1	7	29	6	23	66			23:45	0	2	0	0	6	3	16	24	
Total Vol.		158	4	265	263	690				184		3	487	500	1174						
										NB		SB		EB		WB		Total			
Daily Totals :										342		7		752		763		1,864			
AM										PM											
Split %	22.9%	0.6%	38.4%	38.1%	37.0%					15.7%	0.3%	41.5%	42.6%	63.0%							
AM						PM															
Peak Hr.	07:30	07:00	07:30	07:30	07:30						Peak Hr.	13:45	18:15	17:45	17:00	16:30					
Volume	50	2	67	98	216						Volume	26	2	73	71	163					
P.H.F.	0.521	0.500	0.838	0.721	0.711						P.H.F.	0.542	0.500	0.869	0.888	0.799					
7 - 9 Vol.	78	3	102	147	330						4 - 6 Vol.	44		130	129	303					
Peak Hr.	07:30	07:00	07:30	07:30	07:30						Peak Hr.	16:30		16:30	17:00	16:30					
Volume	50	2	67	98	216						Volume	26		69	71	163					
P.H.F.	0.521	0.500	0.838	0.721	0.711						P.H.F.	0.813		0.750	0.888	0.799					

Prepared by NDS/ATD

Project #: 12-1237-002

City: Stanton

Location: Sherrill St & Lola Ave

Date: Thursday, October 25, 2012





## **APPENDIX D**

### **STOPPING SIGHT DISTANCE AS A FUNCTION OF SPEED**

#### ***CALIFORNIA MUTCD***

**Table 6C-1. Recommended Advance Warning Sign ~~Minimum~~ Spacing**

Road Type	Distance Between Signs*		
	A	B	C
Urban (low speed) - 25 mph or less	100 feet	100 feet	100 feet
Urban (high speed) - more than 25 mph to 40 mph	250 feet	250 feet	250 feet
Urban (high speed) - more than 40 mph	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

\* ~~Speed category to be determined by the highway agency.~~

\*\* The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

**Table 6C-2. Stopping Sight Distance as a Function of Speed**

Speed*	Distance
20 mph	115 feet
25 mph	155 feet
30 mph	200 feet
35 mph	250 feet
40 mph	305 feet
45 mph	360 feet
50 mph	425 feet
55 mph	495 feet
60 mph	570 feet
65 mph	645 feet
70 mph	730 feet
75 mph	820 feet

\* Posted speed, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed.

Can also be used as Stopping Sight Distance as suggested buffer space length or location for flagger station.

**Table 6C-3. Taper Length Criteria for Temporary Traffic Control Zones**

Type of Taper	Taper Length
Merging Taper	at least L
Shifting Taper	at least 0.5 L
Shoulder Taper	at least 0.33 L
One-Lane, Two-Way Traffic Taper	50 feet minimum, 100 feet maximum
Downstream Taper	50 feet minimum, 100 feet maximum

Note: Use Table 6C-4 to calculate L

Prepared by National Data & Surveying Services

## SPEED

Lola Ave W/O Wasco Rd

Day: Thursday  
Date: 11/20/2014

City: Stanton  
Project #: CA14\_1307\_003

### Summary

Time	< 15	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 +	Total
00:00 AM	1	2	5	9	1	1	0	0	0	0	0	0	0	19
01:00	0	1	3	1	3	0	0	0	0	0	0	0	0	8
02:00	0	0	1	5	1	0	0	0	0	0	0	0	0	7
03:00	0	4	3	1	2	1	0	0	0	0	0	0	0	9
04:00	0	3	2	3	1	1	0	0	0	0	0	0	0	10
05:00	0	2	6	8	7	2	0	0	0	0	0	0	0	25
06:00	2	8	24	15	8	1	0	0	0	0	0	0	0	58
07:00	7	17	31	61	26	7	1	0	0	0	0	0	0	150
08:00	5	3	12	30	14	4	2	0	0	0	0	0	0	70
09:00	2	6	10	9	8	2	0	0	0	0	0	0	0	37
10:00	3	2	13	7	12	4	1	0	0	0	0	0	0	42
11:00	2	8	14	12	10	2	2	0	0	0	0	0	0	50
12:00 PM	1	8	13	18	9	4	0	0	0	0	0	0	0	53
13:00	2	11	20	27	11	4	0	0	0	0	0	0	0	75
14:00	3	16	31	36	16	6	0	0	0	0	0	0	0	108
15:00	2	11	32	29	14	2	1	0	0	0	0	0	0	91
16:00	1	11	34	40	15	5	0	0	0	0	0	0	0	106
17:00	4	10	30	39	19	3	2	0	0	0	0	0	0	98
18:00	0	11	27	40	24	1	0	0	0	0	0	0	0	103
19:00	4	5	22	25	12	2	1	0	0	0	0	0	0	71
20:00	0	3	13	24	14	4	0	0	0	0	0	0	0	58
21:00	2	5	11	9	16	4	1	0	0	0	0	0	0	48
22:00	2	2	10	7	8	2	0	0	0	0	0	0	0	31
23:00	1	3	3	6	6	1	0	0	0	0	0	0	0	22
Totals	44	149	370	463	248	63	11							1348
% of Totals	3%	11%	27%	34%	18%	5%	1%							100%

AM Volumes	22	53	124	161	93	25	6	0	0	0	0	0	0	484
% AM	2%	4%	9%	12%	7%	2%	0%							36%
AM Peak Hour	07:00	07:00	07:00	07:00	07:00	07:00	08:00							07:00
Volume	7	17	31	61	26	7	2							150
PM Volumes	22	96	244	302	135	38	5	0	0	0	0	0	0	852
% PM	2%	7%	18%	22%	11%	3%	0%							64%
PM Peak Hour	17:00	14:00	16:00	16:00	18:00	14:00	17:00							14:00
Volume	4	16	34	40	24	6	2							108
Directional Peak Periods		AM 7-9		NOON 12-2		PM 4-6		Off Peak Volumes						
All Speeds		Volume	%	Volume	%	Volume	%	Volume	%					
		220	16%	128	9%	204	15%	796	59%					

Street Name	Direction	Percentiles					
		15th	50th	Average	85th	95th	ADT
Lola Ave	Summary	20	26	26	32	36	1348

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** February 10, 2015

**SUBJECT:** CITY OF STANTON 60<sup>TH</sup> ANNIVERSARY COMMITTEE

### **REPORT IN BRIEF:**

The 60<sup>th</sup> Anniversary of the incorporation for the City of Stanton is slated for 2016. Staff is currently creating an advisory committee to assist with the coordination and implementation of a year-long array of community celebrations commemorating this historic occasion.

### **RECOMMENDED ACTION:**

City Council review and provide direction on proposed committee structure for Stanton's 60<sup>th</sup> Anniversary Committee.

### **BACKGROUND:**

The City of Stanton was incorporated on June 4, 1956. The year of 2016 will mark the 60<sup>th</sup> Anniversary of Stanton's incorporation as a City. In preparation of celebrating this milestone an advisory committee is requested to be formed to assist with the coordination, implementation and sponsorship of various anniversary celebrations.

A five (5) member Advisory Committee is being proposed with representation consisting of (1) City Council Member (1) Planning Commissioner (1) Parks and Recreation Commissioner (1) Senior Staff Member and (1) Representative from the Stanton Community Foundation. The lead staff person for this committee will be the Director of Community Services.

Once the committee has developed a proposed yearlong celebration, a detailed report will be brought forward to council for consideration. Once approved, the cost of the programs will be included into the 2016 Budget.

### **FISCAL IMPACT:**

None

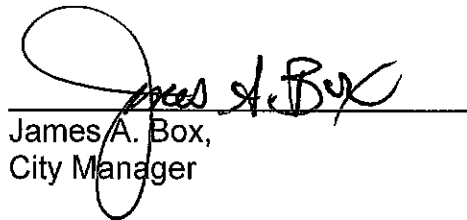
**ENVIRONMENTAL IMPACT:**

Not applicable.

**PUBLIC NOTIFICATION:**

Through the regular agenda process.

Approved by:

A handwritten signature in black ink, appearing to read "James A. Box", is written over a horizontal line. The signature is stylized with a large loop at the beginning and a cursive "Box" at the end.

James A. Box,  
City Manager