



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, APRIL 25, 2017 - 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, APRIL 24, 2017 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.

1. **CLOSED SESSION (6:00 PM)**
2. **ROLL CALL**
 - Council Member Donahue
 - Council Member Ethans
 - Council Member Ramirez
 - Mayor Pro Tem Shawver
 - Mayor Warren
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-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2)

Number of Potential Cases: 3

4B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing litigation pursuant to Government Code section 54956.9(d)(1)
Number of cases: 1

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

5. CALL TO ORDER / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING

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

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

- Presentation by Mr. Derek Kirk, North Orange County Chamber, sharing their mission with the City Council and providing information on their current operations.

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Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours and online at www.ci.stanton.ca.us.

9. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated April 6, 2017 and April 13, 2017, in the amount of \$279,849.04.

9C. APPROVAL OF MINUTES

- City Council approve Minutes of Adjourned Meeting – April 11, 2017.

9D. RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1

As part of the annual update to the Lighting and Landscaping District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the 2017-2018 update.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4); and
2. Adopt Resolution No. 2017-12 initiating proceedings and ordering the Engineer's report for the fiscal year 2017-2018 update, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH."

9E. EXTENSION OF CONTRACT TO GREAT SCOTT TREE SERVICE, INC. TO PROVIDE PROFESSIONAL SERVICES RELATED TO CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

A contract was awarded to Great Scott Tree Service, Inc. at the October 8, 2013 City Council meeting to provide Citywide Tree Trimming and Removal Services. On August 25, 2015 a ten (10) month extension was granted to the original contract in order to have the contract period coincide with the City's fiscal year. This eased tracking of the contract's budget and purchase orders. The contract was renewed for an additional twelve (12) months on May 10, 2016 for the period of July 1, 2016 to June 30, 2017. The current contract expires on June 30, 2017 and staff recommends an additional extension for the period of July 1, 2017 to June 30, 2018.

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve a contract extension to the firm of Great Scott Tree Service, Inc. for citywide tree trimming and removal services for the third (3) of four (4) allowable contract renewals at identical unit prices for the contract sum of \$53,304 annually; and

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9F. MARCH 2017 INVESTMENT REPORT

The Investment Report as of March 31, 2017 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2017.

9G. MARCH 2017 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of March 31, 2017 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2017.

9H. MARCH 2017 INVESTMENT REPORT (HOUSING AUTHORITY)

The Investment Report as of March 31, 2017 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
1. Receive and file the Investment Report for the month of March 2017.

END OF CONSENT CALENDAR

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10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

12A. AN ORDINANCE ADOPTING PENALTIES FOR THE POSSESSION, SALE, AND DISCHARGE OF ILLEGAL OR DANGEROUS FIREWORKS IN THE CITY

The attached Ordinance adopts a new penalty schedule and citation regulations for the use, storage, sale, display and/or possession of illegal or dangerous fireworks in the City.

RECOMMENDED ACTION:

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

2. Introduce Ordinance No. 1066, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTIONS 17.04.075 AND 17.04.100 OF, AND ADDING SECTIONS 17.04.073 AND 17.04.110 TO CHAPTER 17.04 OF TITLE 17 OF THE STANTON MUNICIPAL CODE REGULATING PENALTIES FOR THE USE, POSSESSION, SALE, DISPLAY AND DISCHARGE OF FIREWORKS IN THE CITY OF STANTON”; and

3. Set said Ordinance for adoption at the regular City Council meeting of May 9, 2017.

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

12B. CITY MANAGER EMPLOYMENT AGREEMENT

On September 6, 2012, the City of Stanton and James A. Box entered into an Employment Agreement for the services of City Manager. For consideration is the new three (3) year employment agreement with James A. Box for City Manager.

RECOMMENDED ACTION:

1. City Council find that this item is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Authorize the Mayor to approve the City Manager Employment Agreement.

12C. AWARD OF A CONTRACT FOR THE WESTERN AVENUE AND THUNDERBIRD LANE TRAFFIC SIGNAL PROJECT

The construction bids for the Western Avenue and Thunderbird Lane Traffic Signal Project consisting of installation of new traffic signal poles and mast arms, controllers, and cabinet have been reviewed by the staff. Based on post bid analysis of the seven (7) bids received, staff determined that the construction bid submitted by DBX, Inc. to be the lowest responsible bid at \$179,849.00. Staff recommends the City Council award the contract for the proposed services to DBX, Inc.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Award a contract for the Western Avenue and Thunderbird Lane Traffic Signal Project to DBX, Inc. for the amount of \$179,849.00; and
3. Authorize the City Manager to bind the City of Stanton and DBX, Inc. in a contract for the Western Avenue and Thunderbird Lane Traffic Signal Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

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. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF UTILIZING AN APP CALLED SHOTSPOTTER (“MOBILE APP FOR ANYTIME ANYWHERE ACCESS TO GUNFIRE ALERTS”)

At the March 28, 2017 City Council meeting, Mayor Pro Tem David J. Shawver requested that this item be agendized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF UTILIZING A GRAFFITI REPORTING APP

At the March 28, 2017 City Council meeting, Mayor Pro Tem David J. Shawver requested that this item be agendized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

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

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17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

At this time the Orange County Sheriff's Department will provide the City Council with an update on their current operations.

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 20th day of April, 2017.

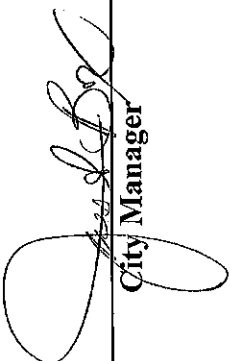
s/ Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

April 6, 2017	\$166,417.06
April 13, 2017	\$113,431.98

\$279,849.04

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 ADJOURNED MEETING APRIL 11, 2017

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 5:01 p.m. by Mayor Warren.

3. **PLEDGE OF ALLEGIANCE**

Led by Ms. Jenny Lacayo, Parks and Recreation Commissioner.

4. **ROLL CALL**

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

Absent: None.

Excused: Mayor Pro Tem Shawver.

SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

5A. **CYBER SECURITY OVERVIEW AND FIREWORKS UPDATE**

CYBER SECURITY:

Presentation by Mr. Stephen M. Parker, Administrative Services Director and Mr. Mike Ryan, IT Account Manager, Brea IT providing updates and information regarding the City's options regarding Cyber Security, such as equipment to ensure the safety of the City's network, encryption, and best practices.

The City Council inquired about the City's ownership of the servers, what precautions are in place for access to the City's network at the City Yard, password protection, desktop recognition of flash drives, biometrics, and scanning of incoming correspondence for inappropriate content.

The City Council directed staff to proceed with the following options:

- Establish a written Bring Your Own Device Policy.
- Establish a written policy regarding Electronic Communications Systems (e-mail access) on personal devices.

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**THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO
AMENDMENT AND APPROVAL AT NEXT MEETING**

Council
Agenda Item #

9C

DRAFT

- Establish a written policy regarding login password protocols.
- Ensure that staff / City Council Members / Commissioners are trained on the use of Electronic Communications Systems (e-mail).
- Research an offsite backup solution of the City's data.

FIREWORKS UPDATE:

Presentation by Mr. James A. Box, City Manager, Mr. Matthew E. Richardson, City Attorney, Mr. Kevin Bass, Assistant Fire Marshall, and Lieutenant Sean A. Howell, Chief of Police providing an overview and information regarding fireworks.

The City Council questioned staff regarding the City's current fine for the discharge of illegal fireworks and when the City last issued a fine for the discharge of illegal fireworks.

Council Member Ramirez requested that Lieutenant Sean A. Howell, Chief of Police provide call stats in regards to calls for complaints of noise due to the discharge of illegal fireworks for the months of May, June, and July.

Public Comments:

- Robert Lewis, Resident expressed his desire to have an extended period of time to discuss the issue of fireworks. Mr. Lewis stated that Fireworks is an important issue and major subject of conversation within his mobile home park and further stated that residents are concerned with the possibility of a fire due to the discharge of the aforementioned illegal fireworks. Mr. Lewis suggests that the City create a priority list of neighborhoods, and feels that when a subject is cited for the discharge on illegal fireworks, word of mouth within a neighborhood will travel and be the most effective tool.
- Ms. Jenny Lacayo, Resident agrees with the concerns of Mr. Robert Lewis and expressed her concerns in how the City will be able to implement the suggestions being provided by staff.
- Mr. Michael Bates, Resident questioned if there would be a dedicated phone line to report sightings of discharged illegal fireworks.
- Mr. Jerome Ristrom, Resident questioned what tactics the City and the Orange County Sheriff's Department would be utilizing to implement the proposed solutions.

End Public Comments.

DRAFT

The City Council directed staff to proceed with the following options:

- Sponsoring Community Block Parties.
- Increased Enforcement (e.g. cameras, additional personnel).
- Incentive Programs (e.g. whistle-blower program, fireworks buyback program).
- Adoption of Fire Marshal Model Ordinance.

6. **ADJOURNMENT** Motion/Second: Warren/
Motion carried at 6:06 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 25, 2017

SUBJECT: RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1

REPORT IN BRIEF:

As part of the annual update to the Lighting and Landscaping District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the 2017-2018 update.

RECOMMENDED ACTION:

1. That City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4).
2. That City Council adopt Resolution No. 2017-12 initiating proceedings and ordering the Engineer's report for the fiscal year 2017-2018 update.

BACKGROUND:

The Stanton Lighting and Landscaping District No.1 was formed March 10, 1981, and currently provides funding for street lighting, traffic signals and landscape servicing and maintenance of medians within the City. Each parcel in the City is assessed a proportionate share of the District's costs each year. The assessment appears on the property tax bill. Assessments are established based upon an Engineer's assessment of each property's relative benefit from the services provided by the District.

Each year, an update to the Engineer's report must be produced relative to the annual assessments for the Stanton Lighting and Landscaping District No.1. Council has previously taken action to contract with Harris and Associates to perform the required work.

ANALYSIS/JUSTIFICATION:

As part of the process, a number of procedural resolutions must be adopted by the City Council. The proposed resolution is the first of the procedural resolutions, and merely takes action to order the necessary engineer's report. This action does not put the

assessment amount in place. That decision will be made after the required public hearing. This action is a procedural requirement prior to the legally required public review process.

FISCAL IMPACT:

This item has been budgeted in the Lighting and Median Maintenance fund. The \$8,500 for the administration of the Lighting and Landscaping District comes from account 225-3520-608105.

ENVIRONMENTAL IMPACT:

Conducting the proposed study will have no impact to the environment. Any future improvements made to the City's lighting and landscape will require a separate CEQA review.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

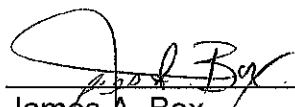
4. Ensure Fiscal Stability and Efficiency in Governance.

Prepared by:



Stephen M. Parker
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachment:

Resolution No. 2017-12

RESOLUTION NO. 2017-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH

WHEREAS, on March 10, 1981, the City Council adopted Resolution No. 81-20 forming the Stanton Lighting and Landscaping District No. 1 ("the District"), pursuant to the provisions of the "Landscape and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"); and

WHEREAS, the public interest and convenience require the City to initiate proceedings for the levy of Annual Assessments within the District for the fiscal year 2017-2018, for the purposes provided therefore in the Act and in Resolution No. 81-20; and

WHEREAS, Section 22622 of the Act requires the City to adopt a resolution generally describing any proposed new improvements or any substantial changes in the existing improvements and ordering the Engineer to prepare and file a report in accordance with Article 4 of the Act;

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

SECTION 1: The above recitals are true and correct.

SECTION 2: The City Council further finds that this Ordinance is not subject to the 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).

SECTION 3: Except as set forth in the Engineer's Report, no new improvements or substantial changes in existing improvements are contemplated within the District.

SECTION 4: The City Manager is directed to cause the preparation of a report in accordance with Article 4 of the Act for the District, and upon completion, to file said report with the City Clerk, who shall then submit the same to the City Council for its consideration.

SECTION 5: The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 25th day of April, 2017.

CAROL WARREN, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2017-12 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 April 25, 2017, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 25, 2017

**SUBJECT: EXTENSION OF CONTRACT TO GREAT SCOTT TREE SERVICE, INC.
TO PROVIDE PROFESSIONAL SERVICES RELATED TO CITYWIDE
TREE TRIMMING AND REMOVAL SERVICES**

REPORT IN BRIEF:

A contract was awarded to Great Scott Tree Service, Inc. at the October 8, 2013 City Council meeting to provide Citywide Tree Trimming and Removal Services. On August 25, 2015 a ten (10) month extension was granted to the original contract in order to have the contract period coincide with the City's fiscal year. This eased tracking of the contract's budget and purchase orders. The contract was renewed for an additional twelve (12) months on May 10, 2016 for the period of July 1, 2016 to June 30, 2017. The current contract expires on June 30, 2017 and staff recommends an additional extension for the period of July 1, 2017 to June 30, 2018.

RECOMMENDED ACTION:

1. Declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. City Council to approve a contract extension to the firm of Great Scott Tree Service, Inc. for citywide tree trimming and removal services for the third (3) of four (4) allowable contract renewals at identical unit prices for the contract sum of \$53,304 annually; and

BACKGROUND:

In 2013, numerous trees in the City were identified as overgrown, and in some instances in need of removal. Trimming and removing these trees acts as a preventive measure to ensure the safety of the area around these trees and would help limit the City's liability for damage claims. The City did not have the proper equipment or expertise to safely and properly trim and remove the larger trees in the City of Stanton. As a result, staff bid these services out to obtain a licensed professional contractor to

perform the work under the City Engineer's supervision.

ANALYSIS/JUSTIFICATION:

At the October 8, 2013 Council Meeting a contract was awarded to Great Scott Tree Service, Inc. to perform citywide tree trimming and removal. Great Scott Tree Service, Inc. was the low bidder of three bids received for this contract as listed below:

Contractor	Base Bid
Great Scott Tree Service, Inc.	\$53,304
West Coast Arborists, Inc.	\$61,078
Mariposa Landscapes, Inc.	\$69,345

The contract includes the following provision:

The City has the right to extend the term of this contract for four (4) additional one year periods (the "Additional Terms"), based upon the same conditions of the initial term, subject to the bid prices stated in the bid proposal. The City shall notify the Contractor in writing of its exercise of its option for an Additional Term not less than thirty (30) days prior to the end of the then current term.

Staff feels that Great Scott Tree Service, Inc. has done a satisfactory job maintaining city trees and landscaping and recommends an extension as allowed by the contract. The contract would be extended until June 30, 2018.

Staff has worked with Great Scott Tree Service, Inc. to inventory all trees in the City and to methodically trim each tree at least once every three years. Additionally each quarter a variety of trees are reviewed for issues such as palm fronds, seed pods, vehicle clearances, and pedestrian clearances. These are all addressed immediately to keep the trees healthy, attractive, and safe.

FISCAL IMPACT:

This contract will be funded 10% from the General Fund and 90 % from the Lighting and Median Maintenance (1972 Act) Fund, proportionate to the City's tree inventory.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping.

LEGAL REVIEW:

The City Attorney's office has reviewed the contract amendment and the ability to

extend the contract for less than the one year provided in the original contract.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:



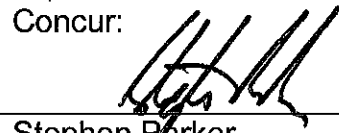
Guillermo Perez
Engineering Assistant

Reviewed by:



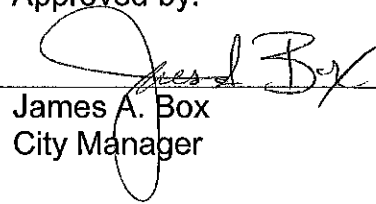
Allan Rigg, P.E. AICP
City Engineer/Director of Public
Works

Concur:



Stephen Parker
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachments:

- (1) Written Request for Contract Extension
- (2) Letter Agreement to Extend Contract



State Contractors License
#556832



ISA Certified Arborist #WC-0901

April 10, 2017

City of Stanton
Attn: Allan Rigg, Public Works Director
7800 Katella Avenue,
Stanton, CA 90680

RE: Citywide Tree Trimming and Removal Services

Mr. Rigg,

Great Scott Tree Service Inc., upon mutual consent with the City of Stanton, respectfully requests the fourth (4) of four (4) allowable annual contract renewals; hereby extending the current agreement for the period of *July 1, 2017 – June 30, 2018*.

We value our longstanding relationship with the City of Stanton, and look forward to our continued success in making this great city a beautifully landscaped and responsibly maintained home for all of its residents and businesses. We want to thank you in advance for your attentiveness regarding this issue.

Should you have any questions or additional concerns, please do not hesitate to contact me.

Sincerely,

p.p. 
Scott P. Griffiths
President
Great Scott Tree Service, Inc.



Carol Warren
Mayor

David J. Shawver
Mayor Pro Tem

Alexander A. Ethans
Council Member

Rigoberto A. Ramirez
Council Member

Brian Donahue
Council Member

James A. Box
City Manager

April 25, 2017

Mr. Scott Griffiths, CEO/President
Great Scott Tree Service, Inc.
10761 Court Avenue
Stanton, CA 90680

Re: Letter Agreement to Extend Professional Services Agreement
Between City and Great Scott Tree Service, Inc. for Tree Trimming
Services

Dear Mr. Griffiths:

This letter will memorialize and confirm the terms and conditions of an extension of that certain Professional Services Agreement dated October 8, 2013 (the "Agreement") by and between the City of Stanton ("City") and Great Scott Tree Service, Inc. ("Contractor"). The City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties".

The City, under the Agreement, retained the services of the Contractor for tree trimming services. The City and Contractor extended the term of the Agreement, as authorized pursuant to the terms of the Agreement, from July 2016 to June 2017. The City and Contractor desire to extend the Agreement a fourth and final time, from July 1, 2017 to June 30, 2018 ("Final Extension").

Except as amended by this Third Extension, all other provisions of the Agreement remain in full force and effect. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Extension.

AGREED and ACCEPTED:

CITY OF STANTON

**GREAT SCOTT TREE
SERVICE, INC.**

By: _____
Carol Warren, Mayor

By: _____
Scott Griffiths, CEO/President

Date: _____

Date: _____



Carol Warren
Mayor

David J. Shawver
Mayor Pro Tem

Alexander A. Ethans
Council Member

Rigoberto A. Ramirez
Council Member

Brian Donahue
Council Member

James A. Box
City Manager

Attest:

Patricia A. Vazquez, City Clerk

Approved as to form:

Matthew E. Richardson, City Attorney

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: April 24, 2017

SUBJECT: MARCH 2017 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of March 31, 2017 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2017.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of March 2017. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

ANALYSIS:

The City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of March 2017 was 0.82%. The City's other investments are shown on Attachment B and have a weighted investment yield of 1.62%, consisting of a weighted investment yield of 1.43% for investments that have safekeeping with US Bank (and purchased by Chandler Asset Management), and a weighted investment yield of 2.09% for investments that have safekeeping with Bank of the West that were purchased by the City Treasurer. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 1.24%, which exceeds the benchmark LAIF return of 0.82%.

The weighted average maturity of the City's investments at March 31, 2017 is 971 days, consisting of a weighted average maturity of 991 days for the for investments that have safekeeping with US Bank (and purchased by Chandler Asset Management) and a weighted average maturity of 921 days for investments that have safekeeping with Bank of the West that were purchased by the City Treasurer. Including LAIF and a money market account, it is 510 days. LAIF's average maturity at March 31, 2017 was approximately 180 days.

The City is exceeding the LAIF benchmark return. Investments purchased by Chandler Asset Management have a higher weighted average maturity than those purchased by the City directly, but both weighted average maturities are more than quintuple the LAIF average maturity.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2016-17 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

Chandler Asset Management controls a \$9.4 million investment portfolio of the City that has safekeeping with US Bank. The City Treasurer controls a \$3.7 million investment portfolio that has safekeeping with Bank of the West. City staff continues to have control over investments in LAIF and the Bank of the West Money Market Account.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

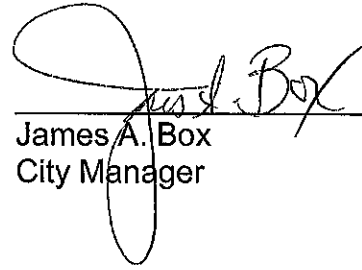
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director/Treasurer

Approved:



James A. Box
City Manager

Attachments:

- A. Investments and Deposits
- B. Investment Detail
- C. Cash and Investment Balances by Fund Type

CITY OF STANTON, CA
INVESTMENTS AND DEPOSITS
March 31, 2017

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion ¹	State of California	On Demand	0.82%	\$ 11,728,214	\$ 11,728,214	46.92%	\$ 11,721,456	LAIF
Investments ²	Various	Various	Various	\$ 9,433,608	9,535,167	38.14%	9,390,254	US Bank
Investments	Various	Various	Various	\$ 3,734,000	3,734,000	14.94%	3,744,177	Bank of the West
Subtotal - Investments					\$ 24,997,380	100.00%	\$ 24,855,888	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ 490,930		\$ 490,930	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$186,000	186,000		186,000	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	139,640		139,640	Bank of the West
Subtotal - Deposits					\$ 816,570		\$ 816,570	

Total Cash Investments and Deposits ³

510	1.24%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 25,813,951

\$ 25,672,458

¹ Par Value amount represents entire LAIF balance, including City and Successor Agency portions

² Cost amount includes \$68,785 adjustment made to City's books at 6/30/16 to adjust portfolio to market value, per GASB 31

³ Weighted average maturity and yield calculations include LAIF, Investments and Money Market Account

NOTES:

The City's portfolio is in compliance with the City's 2016-17 Investment Policy.

The portfolio will allow the City to meet its expenditure requirements for the next six months.

**CITY OF STANTON
INVESTMENTS
March 2017**

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
State Treasurer's Pool	Local Agency Investment Fund (LAIF)		0.82%				4/1/2017	NC	11,728,214	11,728,214	11,721,456	46.70%	100%
SAFEKEEPING WITH BANK OF THE WEST													
Negotiable Certificates of Deposit:													
First Empire Securities	CD - BMW Bank	06580AGQ1	1.95%	1.950%	100	03/10/17	03/10/21	NC	248,000	248,000	248,186		
Multi-Bank Securities, Inc.	CD - State Bank of India	8682846V1	2.35%	2.350%	100	03/14/17	03/14/22	NC	248,000	248,000	249,200		
First Empire Securities	CD - Capital One Bank USA	140420Z52	2.35%	2.350%	100	03/15/17	03/15/22	NC	248,000	248,000	249,190		
Multi-Bank Securities, Inc.	CD - Wells Fargo Bank, NA	949763FO4	2.10%	2.100%	100	03/15/17	03/15/21	NC	249,000	249,000	250,594		
First Empire Securities	CD - Ally Bank	02008LY72	1.75%	1.750%	100	03/16/17	03/16/20	NC	248,000	248,000	248,042		
First Empire Securities	CD - JP Morgan Chase Bank NA	48126XD93	2.35%	2.350%	100	03/16/17	03/16/22	3/16/2018	249,000	249,000	250,200		
Cartella & Co., Inc	CD - Landmark Bank	51508VCA9	2.10%	2.100%	100	03/29/17	03/29/21	9/29/2017	248,000	248,000	249,533		
First Empire Securities	CD - BMO Harris, NA	06581WNK7	2.00%	Variable	100	03/29/17	03/29/22	9/29/2017	248,000	248,000	249,456		
First Empire Securities	CD - Webbank	947547JN6	1.85%	1.85%	100	03/30/17	03/30/20	6/30/2017	249,000	249,000	249,677		
Cartella & Co., Inc	CD - The Park National Bank	700654AY2	1.95%	1.950%	100	03/30/17	09/30/20	NC	249,000	249,000	249,872		
Multi-Bank Securities, Inc.									2,484,000	2,484,000	2,493,940	9.88%	30%
U.S. Government Agency Securities:													
Cartella & Co., Inc	FHLMC	3134GA4V3	1.75%	Variable	100	03/09/17	02/28/22	8/28/2017	250,000	250,000	249,908		
Cartella & Co., Inc	FHLB	3130AAWM6	2.00%	Variable	100	03/29/17	03/29/22	9/29/2017	500,000	500,000	500,130		
Multi-Bank Securities, Inc.	FHLMC	3134GBBS0	2.40%	2.400%	100	03/30/17	03/30/22	NC	500,000	500,000	500,200		
									1,250,000	1,250,000	1,250,238	4.98%	100%
Subtotal Bank of the West Investments									3,734,000	3,734,000	3,744,177		
Prior Year Adjustment GASB 31									0	0	0		
Investments Held With Bank of the West									3,734,000	3,734,000	3,744,177		
SAFEKEEPING WITH US BANK													
Cash Equivalents													
Chandler Asset Management	First American Government Obligation	31846V203						921 WAM	68,639	68,639	68,639	0.27%	100%
Negotiable Certificates of Deposit:													
First Empire Securities	CD - Goldman Sachs Bank	38143ARV3	1.85%	1.850%	100	05/09/12	05/09/17	NC	97,000	97,000	97,113		
First Empire Securities	CD - Discover Bank	254671AT7	1.75%	1.750%	100	06/09/12	06/09/17	NC	100,000	100,000	100,116		
Multi-Bank Securities	CD - Sallie Mae Bank	795450PJ8	1.60%	1.600%	100	10/01/12	09/19/17	NC	100,000	100,000	100,437		
Multi-Bank Securities	CD - American Express	02587DL08	1.55%	1.550%	100	10/04/12	10/04/17	NC	248,000	248,000	249,066		
Time Value Investments	CD - HSBC	40431G3Q0	0.75%	Variable	100	10/28/12	10/28/17	NC	248,000	248,000	245,173		
First Empire Securities	CD - Everbank	29976DPY0	1.10%	1.100%	100	11/30/12	11/30/17	NC	248,000	248,000	246,322		
									1,041,000	1,041,000	1,040,227	4.15%	30%
U.S. Government Agency Securities:													
Chandler Asset Management	FHLMC	3130A0UR2	1.85%	2.375%	103,068	11/23/15	12/13/19	NC	200,000	205,698	204,290		
Chandler Asset Management	FHLMC	3133782M2	1.16%	1.500%	101,226	02/01/16	03/08/19	NC	185,000	186,930	185,488		
Chandler Asset Management	FHLMC	3133GCA1	1.06%	1.060%	100,01	10/25/16	06/03/21	NC	200,000	200,000	198,560		
Chandler Asset Management	FHLMC	31307CV5	1.46%	1.375%	99,769	02/17/16	02/18/21	NC	210,000	209,166	206,765		
Chandler Asset Management	FHLMC	313382K69	1.53%	1.750%	101,716	03/23/16	03/12/21	NC	190,000	192,005	189,369		
Chandler Asset Management	FHLMC	3130A8Q55	1.28%	1.125%	99,048	08/09/16	07/14/21	NC	190,000	188,698	184,059		
Chandler Asset Management	FHLMC	3130A7PV1	1.33%	1.375%	99,798	04/12/16	04/05/21	NC	200,000	200,432	195,250		
Chandler Asset Management	FHLMC	3130AABG2	1.97%	1.875%	99,356	11/30/16	11/29/21	NC	100,000	99,536	99,632		
Chandler Asset Management	FHLMC	31375AEC9	1.24%	1.125%	98,96	08/12/16	08/12/21	NC	200,000	198,898	193,128		
Chandler Asset Management	FHLMC	3137EADM8	1.25%	1.250%	99,15	08/31/15	10/02/19	NC	190,000	188,394	188,940		
Chandler Asset Management	FHLMC	3135G0E58	1.20%	1.125%	100,42	9/30/2015	10/19/2018	NC	195,000	195,014	194,684		
Chandler Asset Management	FHLMC	3135G0G72	1.17%	1.125%	98,39	10/30/2015	12/14/2018	NC	195,000	194,709	194,530		
Chandler Asset Management	FHLMC	3135G0J20	1.31%	1.375%	100,01	4/12/2016	2/26/2021	NC	200,000	200,630	196,478		
Chandler Asset Management	FHLMC	3135G0K69	1.23%	1.250%	99,75	8/15/2016	5/6/2021	NC	200,000	200,168	195,360		
Chandler Asset Management	FHLMC	3135G0D75	1.27%	1.500%	100,90	2/24/2016	6/22/2021	NC	200,000	201,962	199,124		
Chandler Asset Management	FHLMC	3130A3U05	1.49%	1.875%	102,18	2/1/2016	12/11/2020	NC	185,000	188,349	185,559		

**CITY OF STANTON
INVESTMENTS
March 2017**

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
Chandler Asset Management	FNMA	3135G0F73	1.50%	1.500%	100.36	1/20/2016	11/30/2020	NC	190,000	190,035	188,421		
Chandler Asset Management	FNMA	3135G0H55	1.50%	1.875%	102.11	1/20/2016	12/28/2020	NC	190,000	193,386	190,887		
									3,420,000	3,433,916	3,390,584	13.67%	100%
US Treasury													
Chandler Asset Management	US Treasury	912828C73	0.71%	0.875%	100.47	05/29/14	04/15/17	NC	190,000	190,885	190,015		
Chandler Asset Management	US Treasury	912828VA5	1.28%	1.125%	99.86	02/01/16	04/30/20	NC	100,000	98,734	99,356		
Chandler Asset Management	US Treasury	912828N89	1.21%	1.375%	100.65	02/24/16	01/31/21	NC	200,000	201,555	197,196		
Chandler Asset Management	US Treasury	912828U00	1.68%	1.125%	97.75	12/22/15	03/31/20	NC	200,000	195,907	197,688		
Chandler Asset Management	US Treasury	912828VV9	1.76%	2.125%	101.61	12/22/15	08/31/20	NC	200,000	203,790	203,148		
Chandler Asset Management	US Treasury	912828W00	1.78%	1.750%	99.84	12/22/15	10/31/20	NC	200,000	200,282	200,438		
Chandler Asset Management	US Treasury	912828TH3	1.19%	0.875%	98.89	09/29/15	07/31/19	NC	190,000	187,789	187,988		
Chandler Asset Management	US Treasury	912828UB4	1.37%	1.000%	98.48	10/29/15	11/30/19	NC	110,000	108,402	108,805		
Chandler Asset Management	US Treasury	912828ST8	1.25%	1.250%	100.16	05/28/15	04/30/19	NC	160,000	160,007	159,901		
Chandler Asset Management	US Treasury	912828L65	1.35%	1.375%	100.84	03/23/16	09/30/20	NC	190,000	190,090	188,100		
Chandler Asset Management	US Treasury	912828G53	1.86%	1.875%	99.73	12/13/2016	11/30/21	NC	175,000	174,303	174,795		
Chandler Asset Management	US Treasury	912828SF8	2.03%	2.000%	100.42	3/6/2017	02/15/22	NC	200,000	199,751	200,844		
Chandler Asset Management	US Treasury	912828U81	1.93%	2.625%	100.43	1/13/2017	01/24/22	NC	200,000	200,696	200,766		
									2,315,000	2,312,812.25	2,308,419	9.21%	100%
Medium-Term Corporate Notes:													
Chandler Asset Management	Wells Fargo Corp Note	949748FD7	1.26%	2.100%	102.67	01/24/14	05/08/17	NC	150,000	154,005.00	150,108		
Chandler Asset Management	US Bancorp MTN	91159HHD5	1.16%	1.650%	101.58	01/29/14	05/15/17	4/15/2017	150,000	152,368.50	150,014		
Chandler Asset Management	Qualcomm Inc	747525AG8	1.45%	1.400%	99.87	05/28/15	05/18/18	NC	135,000	134,786.70	135,022		
Chandler Asset Management	Oracle Corp	68389XAX3	1.28%	2.250%	103.16	08/11/16	10/08/19	NC	125,000	128,743.75	126,530		
Chandler Asset Management	Apple Inc	037833BQ2	1.71%	1.010%	100.87	02/16/16	02/22/19	NC	115,000	114,980.45	115,455		
Chandler Asset Management	Berkshire Hathaway	084664CK5	1.33%	1.300%	99.96	08/08/16	08/15/19	NC	55,000	54,946.65	54,474		
Chandler Asset Management	Berkshire Hathaway	084670BQ0	1.54%	2.200%	102.76	08/16/16	03/15/21	2/15/2021	100,000	102,896.00	100,075		
Chandler Asset Management	Prexair Inc	74005PBH6	1.21%	1.250%	100.08	10/03/16	11/07/18	NC	125,000	125,100.00	124,500		
Chandler Asset Management	Visa Inc	92828CAB8	1.49%	2.200%	102.56	09/01/16	12/14/20	NC	150,000	154,404.00	150,440		
Chandler Asset Management	Microsoft Corp	594918BP8	1.58%	1.550%	99.87	08/08/16	07/08/21	7/8/2021	85,000	84,898.75	82,827		
Chandler Asset Management	Paccar Financial Corp	69371RN44	1.68%	1.650%	99.59	08/11/16	08/11/21	NC	125,000	124,810.00	120,440		
Chandler Asset Management	Exxon Mobil Corp	30231GAV4	2.18%	2.225%	101.77	02/28/16	03/01/21	2/1/2021	125,000	126,464.80	125,241		
Chandler Asset Management	JP Morgan Note	48128EAA5	1.83%	2.000%	101.28	01/24/14	08/15/17	NC	150,000	151,924.50	150,335		
Chandler Asset Management	Bank of New York	06406EHC1	1.85%	2.200%	100.58	02/01/16	05/15/19	4/15/2019	115,000	116,290.30	116,871		
Chandler Asset Management	John Deere Capital Corp	24422ETL3	2.66%	2.650%	100.26	01/03/17	01/06/22	NC	130,000	129,963.60	130,469		
Chandler Asset Management	US Bancorp	91159HHP8	2.66%	2.625%	100.37	01/19/17	01/24/22	NC	60,000	59,896.80	60,226		
									1,895,000	1,916,480	1,892,025	7.63%	30%
Asset-Backed Securities:													
Chandler Asset Management	Toyota Auto Receivables 2015A	89236WAC2	1.44%	1.12%	99.99	03/04/15	02/15/19	NC	52,199	52,191	52,148		
Chandler Asset Management	Toyota Auto Receivables Owner 2016-D	89231LAB3	1.07%	1.06%	99.99	10/04/16	05/15/19	NC	80,000	79,984	79,862		
Chandler Asset Management	Toyota Motor Credit Corp	89238TDE2	1.45%	1.40%	99.88	05/17/16	05/20/19	NC	125,000	124,825	124,003		
Chandler Asset Management	Nissan Auto Receivables	65476WAB1	1.08%	1.07%	99.89	08/02/16	05/15/19	NC	60,000	59,998	59,927		
Chandler Asset Management	State St Corp	85747TAV5	1.93%	1.55%	99.49	05/23/16	05/19/21	NC	125,000	124,784	122,811		
Chandler Asset Management	Toyota Auto Receivables Owner 2015-C	89231TAB6	0.93%	0.92%	99.99	08/26/15	02/15/18	NC	1,920	1,920	1,920		
Chandler Asset Management	Honda Auto Receivables	43813NAC0	1.05%	1.04%	100.01	05/13/15	02/21/19	NC	72,377	72,366	72,288		
Chandler Asset Management	Honda Auto Receivables	43814NAB1	1.02%	1.01%	99.88	02/16/16	04/16/18	NC	38,079	38,075	38,071		
Chandler Asset Management	John Deere Owner Trust	47787VAC5	0.93%	0.92%	99.98	04/02/14	04/16/18	NC	11,231	11,230	11,226		
Chandler Asset Management	Honda Auto Receivables	43814HAC2	0.89%	0.88%	99.98	08/20/14	06/15/18	NC	17,506	17,502	17,491		
Chandler Asset Management	Nissan Auto Receivables	65477TAB0	1.48%	1.47%	100.00	03/21/17	01/15/20	NC	40,000	40,000	40,000		
Chandler Asset Management	John Deere Owner Trust	47787XAB3	1.51%	1.51%	99.98	02/22/17	10/15/19	NC	40,000	39,980	39,980		
Chandler Asset Management	John Deere Owner Trust	47787TAD6	1.07%	99.98%	99.78	09/03/14	11/15/18	NC	30,658	30,651	30,643		
									693,969	693,634	690,360	2.76%	10%

991 days
WAM

1.43%
Weighted
Average
Yield

Subtotal US Bank Investments
Prior Year Adjustment GASB 31
Investments Held With US Bank

9,433,608
9,466,381.83
68,785
9,390,254
0
9,390,254

CITY OF STANTON
INVESTMENTS
March 2017

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
Subtotal All Investments			1.62% Weighted Average Yield					971 days WAM	13,167,608	13,200,382	13,134,432		
Prior Year Adjustment GASB 31										68,785	0		
Total Investments Held in Safekeeping									13,167,608	13,269,167	13,134,432		
LAIF									11,728,214	11,728,214	11,721,456		
Total Investments									24,895,822	24,997,380	24,855,888		
Money Market Acct			0.29%				4/1/2017		186,000	186,000	186,000	0.74%	100%
Total Money Market, LAIF Depository Account and Investments			1.24% Weighted Average Yield	Incl LAIF, Investments depository account and money market				510 days WAM	25,081,822	25,114,596	25,041,888	100.00%	

CITY OF STANTON
CASH AND INVESTMENT BALANCES BY FUND TYPE
March 31, 2017

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ 1,069,375	
Other Accounts *	13,594,806	\$ 14,664,182
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	1,606,997	
Measure M	1,374,735	
Fire Emergency Services	(92,659)	
Lighting & Median Maint.	1,776,282	
Sewer Maintenance	3,564,985	
Other	805,207	9,035,546
Internal Service Funds		1,421,264
Trust Funds		692,958
Total Cash and Investment Balances	\$	25,813,951

* Money Market, Imprest Accounts, Petty Cash and Investments

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: April 24, 2017

SUBJECT: MARCH 2017 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of March 31, 2017 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2017.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of March 2017. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Agency's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of March 2017 was 0.82%.

The Agency recently refunded the Tax Allocation Bonds for 2011A and B as well as a portion of the 2010 series with series 2016C & D bonds. The Agency's investments are shown on Attachment A and have a weighted investment yield of 0.56%, which is below the benchmark LAIF return of 0.78%, as the portfolio is completely liquid.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at March 31, 2017 is 1 day. LAIF's average maturity at March 31, 2017 is approximately 180 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2016-17 Investment Policy.

The portfolio will allow the Agency to meet its expenditure requirements for the next six months.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

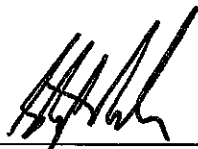
PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director/Treasurer

Approved by:



James A. Box
Executive Director

Attachments:

- A. Investments and Deposits
- B. Cash Balances by Fund

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
March 31, 2017**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - SA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	0.82%	\$ 6,997,116	\$ 6,997,116	\$ 6,999,027	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	292,892	292,892	292,892	Bank of the West
Clawback - Demand Deposits/Money Market Account	Bank of the West Money Market	Bank of the West	On Demand	0.29%	9,138,692	9,138,692	9,138,692	Bank of the West

Total Cash Investments and Deposits

\$ 16,428,699 \$ 16,430,611

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2010 Tax Allocation Bonds (Tax-Exempt)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$8.65	\$8.65	\$8.65	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$15.21	\$15.21	\$15.21	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$51.97	\$51.97	\$51.97	US Bank
Reserve Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$366.10	\$366.10	\$366.10	US Bank
Reserve Account:									
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	0.82%	\$1,135,000.00	\$1,135,000.00	\$1,135,000.00	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$442

\$442

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2011 Tax Allocation Bonds - Series A (Taxable)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$2.49	\$2.49	\$2.49	US Bank
Interest Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$16.95	\$16.95	\$16.95	US Bank
Reserve Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$76.06	\$76.06	\$76.06	US Bank
Project Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$0.01	\$0.01	\$0.01	US Bank
DS Fund									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$17.53	\$17.53	\$17.53	US Bank

Total 2011 Tax Allocation Bonds - Series A (Taxable)

\$113 \$113

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2011 Tax Allocation Bonds - Series B (Taxable)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$2.79	\$2.79	\$2.79	US Bank
Interest Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$15.06	\$15.06	\$15.06	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank
Bond Reserve Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$118.41	\$118.41	\$118.41	US Bank
Redevelopment Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$117.72	\$117.72	\$117.72	US Bank
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$16.04	\$16.04	\$16.04	US Bank

Total 2011 Tax Allocation Bonds - Series B (Taxable)

\$ 270 \$ 270

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B									
Debt Service Fund									
Cash Equivalents	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$633,629.12	\$633,629.12	\$633,629.12	US Bank
Interest Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$1.84	\$1.84	\$1.84	US Bank
Principle Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$11,764.34	\$11,764.34	\$11,764.34	US Bank

Total 2016 Series A and B

\$ 645,395 \$ 645,395

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$4,011.71	\$4,011.71	\$4,011.71	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank
Cost of Issuance Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank

Total 2016 Series C and D

\$ 4,012 \$ 4,012

Total Bond Fund Investments and Deposits (3)

\$650,232 \$650,232

Notes:

- (1) - There have been no exceptions to the Investment Policy.
- (2) - The Successor Agency is able to meet its expenditure requirements for the next six months.
- (3) - Restricted Bond Funds are held by the fiscal agent.

SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**POOLED CASH BALANCES BY FUND TYPE**

March 31, 2017

Fund	Cash Balance
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	7,435,660
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(145,653)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	-
741 Cash DDR Clawback	9,138,692

TOTAL CASH BALANCE

\$ 16,428,699

CITY OF STANTON

REPORT TO THE STANTON HOUSING AUTHORITY

TO: Honorable Chair and Members of the Successor Agency

DATE: April 24, 2017

SUBJECT: MARCH 2017 INVESTMENT REPORT (HOUSING AUTHORITY)

REPORT IN BRIEF:

The Investment Report as of March 31, 2017 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Stanton Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2017.

BACKGROUND:

The attached reports summarize the Stanton Housing Authority investments and deposit balances as of March 2017. A summary of the Housing Authority's investments and deposits is included as Attachment A. The Housing Authority's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Housing Authority's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of March 2017 was 0.82%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 0.82%, as almost the entire portfolio is invested in LAIF.

With investments almost completely in LAIF, the portfolio is completely liquid, and the weighted average maturity of the Housing Authority's investments at March 31, 2017 is 1 day. LAIF's average maturity at March 31, 2017 is approximately 180 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2016-17 Investment Policy.

The portfolio will allow the Housing Authority to meet its expenditure requirements for the next six months.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

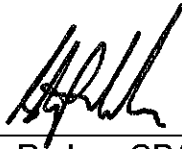
PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

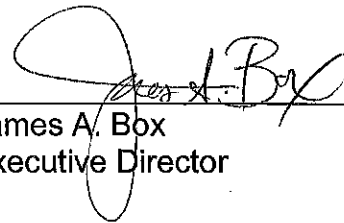
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director/CFO

Approved by:



James A. Box
Executive Director

Attachments:

- A. Investments and Deposits
- B. Cash Balances by Fund

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
March 31, 2017**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - HA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	0.82%	\$ 159,943	\$ 159,943	\$ 159,986	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	\$ 6,695	6,695	6,695	Bank of the West
State Treasurer's Pool - Housing Authority Account	Local Agency Investment Fund (LAIF)	State of California	On Demand	0.82%	\$ 5,265,000	\$ 5,265,000	\$ 5,266,438	LAIF

Total Cash Investments and Deposits

\$ 5,431,638	\$ 5,433,120
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Notes:

- (1) - There have been no exceptions to the Investment Policy.
(2) - The Housing Authority is able to meet its expenditure requirements for the next six months.

HOUSING AUTHORITY

POOLED CASH BALANCES BY FUND TYPE

March 31, 2017

Fund	Cash Balance
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285 Housing Authority Fund	5,431,638
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TOTAL CASH BALANCE

\$ 5,431,638

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: April 25, 2017

SUBJECT: AN ORDINANCE ADOPTING PENALTIES FOR THE POSSESSION, SALE, AND DISCHARGE OF ILLEGAL OR DANGEROUS FIREWORKS IN THE CITY

REPORT IN BRIEF:

The attached Ordinance adopts a new penalty schedule and citation regulations for the use, storage, sale, display and/or possession of illegal or dangerous fireworks in the City.

RECOMMENDED ACTION:

1. Declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

2. Introduce Ordinance No. 1066, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTIONS 17.04.075 AND 17.04.100 OF, AND ADDING SECTIONS 17.04.073 AND 17.04.110 TO CHAPTER 17.04 OF TITLE 17 OF THE STANTON MUNICIPAL CODE REGULATING PENALTIES FOR THE USE, POSSESSION, SALE, DISPLAY AND DISCHARGE OF FIREWORKS IN THE CITY OF STANTON”; and

3. Set Ordinance for adoption at the May 9, 2017 meeting.

BACKGROUND:

In September, 2016, the City Council requested staff to identify mechanisms to deter discharge of illegal fireworks, and increase enforcement opportunities. The proposed Ordinance would adopt the Fire Marshal Model Ordinance for Administrative Citations and Penalties for the discharge of illegal fireworks. This Ordinance would constitute as

a deterrence mechanism be significantly increasing to penalties and fines for a person found to be in possession of, or discharging of illegal fireworks.

ANALYSIS AND JUSTIFICATION:

The proposed Ordinance would adopt penalties and fines related to: the possession, use, storage, sale and/or display of those fireworks classified as dangerous fireworks, as defined in California Health and Safety Code Section 12505. In addition, the penalties and fines would also be administered for the use of "safe and sane fireworks" on or at dates, times and/or locations other than those permitted by the Stanton Municipal Code.

The proposed penalties and fines would range from:

- \$1,000 to \$4,000 for persons in with less than 25 pounds of illegal or dangerous fireworks.
- \$1,000 to \$4,000 for persons with 25-100 pound of illegal or dangerous fireworks.
- \$5,000 to \$16,000 for persons with 100-5,000 pounds of illegal or dangerous fireworks.
- \$10,000 to \$80,000 for persons with over 5,000 pounds of illegal or dangerous fireworks.
- \$500 to \$2,000 for persons failing to obtain a Block Party permit (with or without illegal or dangerous fireworks).
- \$1,500 to \$7,000 for persons failing to ensure illegal or dangerous fireworks are not in use, stored, sold, displayed or discharged at a permitted Block Party.
- \$1,500 to \$7,000 for persons who use "safe and sane fireworks" on or at dates, times, and/or locations other than those permitted by the Stanton Municipal Code.

The fines shall be administered through the existing Administration Citation procedures that are codified in Chapter 1.12 of the Stanton Municipal Code. For the fines collected, 65% shall be forwarded to the Controller of the State of California for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund, in compliance with Health and Safety Code Section 12728.

This Ordinance is the one mechanism that is proposed to be implemented to deter the use of illegal fireworks in the City. If the Ordinance is adopted, staff will ensure that the new fines are advertised throughout the community and in multiple languages to educate the public, and clearly identify the consequences for the use, storage, display and discharge of illegal fireworks.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

LEGAL REVIEW:

The City Attorney has reviewed this report and the attached resolution on behalf of the City.

PUBLIC NOTIFICATION:

Through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

1 - Provide a safe community.

Prepared by:

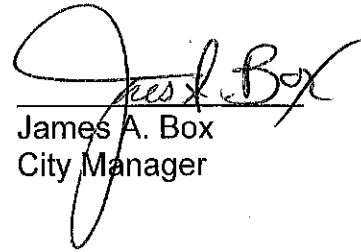


Kelly Hart
Community & Economic
Development Director

Reviewed by:

Matthew E. Richardson
City Attorney

Approved by:



James A. Box
City Manager

Attachments:

Ordinance No. 1066

ORDINANCE NO. 1066

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTIONS 17.04.075 AND 17.04.100 OF, AND ADDING SECTIONS 17.04.073 AND 17.04.110 TO CHAPTER 17.04 OF TITLE 17 OF THE STANTON MUNICIPAL CODE REGULATING PENALTIES FOR THE USE, POSSESSION, SALE, DISPLAY AND DISCHARGE OF FIREWORKS IN THE CITY OF STANTON

WHEREAS, the City of Stanton ("City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote the public health, safety, and general welfare of its citizens; and

WHEREAS, the City may enact an ordinance regulating fireworks within its jurisdiction that is compatible with the State Fireworks Law (Health & Safety Code, § 12500 *et seq.*); and

WHEREAS, the City currently regulates fireworks pursuant to Chapter 17.04 of the Stanton Municipal Code; and

WHEREAS, the use of fireworks within the City is ongoing, and enforcement of these regulations has proven difficult; and

WHEREAS, the City has received numerous complaints regarding the discharge of illegal fireworks, with the complaints clustering around the Fourth of July holiday; and

WHEREAS, the City Council has identified the discharge of illegal fireworks as a nuisance, and finds that there should be an increase in enforcement and penalties for the discharge of illegal fireworks; and

WHEREAS, the State Fire Marshal has proposed new penalties for the discharge of illegal fireworks through a model administrative fine ordinance; and

WHEREAS, the City wishes to adopt a similar Ordinance consistent with the Fire Marshal draft Model Administrative Fine Ordinance to establish higher penalties, based on the amount of illegal fireworks a person has for storage, sale, display and/or possession, especially on the misuse of "safe and sane fireworks," and "dangerous fireworks," as defined by the Health & Safety Code; and

WHEREAS, the proposed changes to the City's fireworks ordinance are intended to encourage and obtain compliance with the provisions of the City's fireworks ordinance for the benefit and protection of the entire community and the health, welfare, and safety of its residents, visitors, and businesses, and

WHEREAS, because of the serious threat of fire or injury posed by the use of "dangerous fireworks" that can result from persistent or repeated failures to comply with the provisions of the City's Code and the effect of such conditions or activities on the

safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, the proposed amendments to the City's fireworks ordinance is intended to impose strict civil liability upon the violator, and each contiguous use, display and/or possession shall constitute a separate violation is intended to be subject to a separate administrative fine, as provided in this Ordinance; and

WHEREAS, the administrative fines described in this Ordinance are imposed under authority of Government Code Section 53069.4 and Health and Safety Code Section 12557, in addition to the City's police power; and

WHEREAS, on April 25, 2017, the City Council considered the staff report, recommendations by staff, and public testimony regarding the proposed revisions to the City's fireworks ordinance.

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

SECTION 1. Findings. The above recitals are true and correct and incorporated by this reference.

SECTION 2. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Block party permit. Section 17.04.073 is hereby added to Chapter 17.04 of Title 17 of the Stanton Municipal Code to read as follows:

"17.04.073 Block party permit.

Every person, firm or corporation who applies for and receives an administratively-issued "block party permit," or similar license or approval required by the City to close a street or otherwise reserve or use a piece of City property shall comply with all conditions imposed upon the issuance of such permit, license or approval, including but not limited to taking all reasonable efforts necessary to ensure that dangerous fireworks are not used at said event. A violation of this condition of such permit, license or approval shall be subject to a separate administrative fine under the provisions of this chapter. Likewise, any person, firm or corporation that fails to obtain any "block party permit", license or other such approval from the city when such person is so required by the Code shall be subject to a separate administrative fine under this chapter as well as an additional administrative fine if dangerous fireworks are used at and during said event."

SECTION 4. Discharge of fireworks prohibited – Exceptions. Section 17.04.075 of Chapter 17.04 of Title 17 of the Stanton Municipal Code is hereby amended in its entirety and restated to read as follows:

“17.04.075 Discharge of fireworks prohibited—Exceptions.

A. It is unlawful for any person, firm or corporation to use or discharge any fireworks, including safe and sane fireworks, as defined in Part 2 of Division 11 of the California Health and Safety Code, within the following areas of the city:

1. Any public property, including, but not limited to, public streets, highways, alleys, sidewalks, parks or other publicly owned property, buildings or facilities without an administratively-issued “block party permit”;

2. Any property within a commercial district of the city (defined in Section 20.215.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section;

3. Any property within an industrial/manufacturing district of the city (defined in Section 20.220.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section.

B. Nothing in this section shall preclude the use or discharge of safe and sane fireworks, consistent with this chapter, on appropriate privately owned areas within a residential district (defined in Section 20.210.010 of this code) or the presentation of any public fireworks display authorized by the city.

C. It is unlawful for any person, firm or corporation to possess, sell, use, discharge, and/or display any dangerous fireworks, as defined in Part 2 of Division 11 of the California Health and Safety Code, at any time and within any area of the city with the exception of pyrotechnic licensees conducting business while holding a current valid license issued pursuant to Chapter 5 of Part 2 of Division 11 (commencing with Section 12570) of the California Health and Safety Code.”

SECTION 5. Administrative penalty. Section 17.04.100 of Chapter 17.04 of Title 17 of the Stanton Municipal Code is hereby amended in its entirety and restated to read as follows:

“Section 17.040.100 Administrative penalty.

In addition to, or in lieu of the penalty set forth in Section 17.04.090, any person, firm or corporation violating the provisions of this chapter may be issued an administrative citation by an enforcement officer in accordance with the provisions of Chapter 1.12 of this Code. The administrative fine for a violation of this chapter shall be assessed in the

amount provided as follows:

A. Each person, firm or corporation who violates any provision of this Code as it relates to the use, discharge, storage, sale, display and/or possession of less than 25 pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty (not including any Late Charges or interest)
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

B. Each person, firm or corporation who violates any provision of this Code as it relates to the storage, sale, display and/or possession of more than 25 pounds and less than 100 pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

C. Each person, firm or corporation who violates any provision of this Code as it relates to the storage, sale, display and/or possession of more than 100 pounds and less than 5,000 pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$5,000.00	\$1,000.00	\$6,000.00
Second	\$10,000.00	\$1,000.00	\$11,000.00
Third	\$15,000.00	\$1,000.00	\$16,000.00

D. Each person, firm or corporation who violates any provision of this Code as it relates to the storage, sale, display and/or possession of more than 5,000 pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$10,000.00	\$50,000.00	\$60,000.00
Second	\$20,000.00	\$50,000.00	\$70,000.00
Third	\$30,000.00	\$50,000.00	\$80,000.00

E. A person, firm or corporation who fails to obtain a block party permit, license or approval from the city when such a person is required by the Code shall be subject to administrative fine or fines under this chapter.

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$500.00	\$150.00	\$625.00
Second	\$1,000.00	\$250.00	\$1,250.00
Third	\$1,500.00	\$500.00	\$2,000.00

F. Any person, firm or corporation who does obtain an administratively-issued block party permit, license or approval from the City where there was a condition imposed upon the issuance of such block party permit, license or approval requiring the person to make all reasonable efforts necessary to ensure that "dangerous fireworks" are not used at said event and said person is said to be in violation of the permit by virtue of the fact that there were dangerous fireworks used at said event shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$1,500.00	\$375.00	\$1,875.00
Second	\$3,000.00	\$750.00	\$3,750.00
Third	\$5,000.00	\$2,000.00	\$7,000.00

G. Each person, firm or corporation who uses safe and sane fireworks on or at dates, times and/or locations other than those permitted by this chapter shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$250.00	\$75.00	\$325.00
Second	\$500.00	\$150.00	\$650.00
Third	\$750.00	\$300.00	\$1,050.00

H. In the case of a violation relating to dangerous fireworks, the citee shall be required to abate the violation and surrender all dangerous fireworks to the enforcement officer, immediately.

I. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of the Code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the Code."

SECTION 6. State fines. Section 17.04.110 of Chapter 17.04 of Title 17 of the Stanton Municipal Code is hereby added to read as follows:

"Section 17.04.110 State fines.

Fines collected pursuant to this chapter shall be subject to California Health and Safety Code Section 12726, which provides that 65 percent of all administrative fines or penalties collected by the City shall be forwarded to the Controller of the State of California for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund, as described in Health and Safety Code Section 12728."

SECTION 7. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. Publication. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 9. Custodian of Record. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of the record of proceedings.

SECTION 10. Effective Date. This ordinance shall be effective thirty (30) days after its adoption.

PASSED, APPROVED, and ADOPTED this 9th day of May, 2017.

CAROL WARREN, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1066 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 25th day of April, 2017 and was duly adopted at a regular meeting of the City Council held on the 9th day of May, 2017, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

Stanton Municipal Code
Redline to Chapter 17.04 Safe and Sane Fireworks

SECTION 3. Block party permit. Section 17.04.073 is hereby added to Chapter 17.04 of Title 17 of the Stanton Municipal Code to read as follows:

“17.04.073 Block party permit.

Every person, firm or corporation who applies for and receives an administratively-issued “block party permit”, or similar license or approval required by the City to close a street or otherwise reserve or use a piece of City property shall comply with all conditions imposed upon the issuance of such permit, license or approval, including but not limited to taking all reasonable efforts necessary to ensure that dangerous fireworks are not used at said event. A violation of this condition of such permit, license or approval shall be subject to a separate administrative fine under the provisions of this chapter. Likewise, any person, firm or corporation that fails to obtain any “block party permit,” license or other such approval from the city when such person is so required by the Code shall be subject to a separate administrative fine under this chapter as well as an additional administrative fine if dangerous fireworks are used at and during said event.”

SECTION 4. Discharge of fireworks prohibited – Exceptions. Section 17.04.075 of Chapter 17.04 of Title 17 of the Stanton Municipal Code is hereby amended in its entirety and restated to read as follows:

“17.04.075 Discharge of fireworks prohibited—Exceptions.

A. It is unlawful for any person, firm or corporation to use or discharge any fireworks, including safe and sane fireworks, as defined in Part 2 of Division 11 of the California Health and Safety Code, within the following areas of the city:

1. Any public property, including, but not limited to, public streets, highways, alleys, sidewalks, parks or other publicly owned property, buildings or facilities without an administratively-issued “block party permit”;
2. Any property within a commercial district of the city (defined in Section 20.215.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section;
3. Any property within an industrial/manufacturing district of the city (defined in Section 20.220.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section.

B. Nothing in this section shall preclude the use or discharge of safe and sane fireworks, consistent with this chapter, on appropriate privately owned areas within a residential district (defined in Section 20.210.010 of this code) or the presentation of any public fireworks display authorized by the city.

C. It is unlawful for any person, firm or corporation to possess, sell, use, discharge, and/or display any dangerous fireworks, as defined in Part 2 of Division 11 of the California Health and Safety Code, at any time and within any area of the City with the exception of pyrotechnic licensees conducting business while holding a current valid license issued pursuant to Chapter 5 of Part 2 of Division 11 (commencing with Section 12570) of the California Health and Safety Code.”

SECTION 5. Administrative penalty. Section 17.04.100 of Chapter 17.04 of Title 17 of the Stanton Municipal Code is hereby amended in its entirety and restated to read as follows:

“Section 17.040.100 Administrative penalty.

In addition to, or in lieu of the penalty set forth in Section 17.04.090, any person, firm or corporation violating the provisions of this chapter may be issued an administrative citation by an enforcement officer in accordance with the provisions of Chapter 1.12 of this Code. The administrative fine for a violation of this chapter shall be assessed in the amount provided as follows:

A. Each person, firm or corporation who violates any provision of this Code as it relates to the use, discharge, storage, sale, display and/or possession of less than 25 pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty (not including any Late Charges or interest)
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

B. Each person, firm or corporation who violates any provision of this Code as it relates to the storage, sale, display and/or possession of more than 25 pounds and less than 100 pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

C. Each person, firm or corporation who violates any provision of this Code as it relates to the storage, sale, display and/or possession of more than 100 pounds and less than 5,000 pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$5,000.00	\$1,000.00	\$6,000.00
Second	\$10,000.00	\$1,000.00	\$11,000.00
Third	\$15,000.00	\$1,000.00	\$16,000.00

D. Each person, firm or corporation who violates any provision of this Code as it relates to the storage, sale, display and/or possession of more than 5,000 pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$10,000.00	\$50,000.00	\$60,000.00
Second	\$20,000.00	\$50,000.00	\$70,000.00
Third	\$30,000.00	\$50,000.00	\$80,000.00

E. A person, firm or corporation who fails to obtain a block party permit, license or approval from the city when such a person is required by the Code shall be subject to administrative fine or fines under this chapter.

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$500.00	\$150.00	\$625.00
Second	\$1,000.00	\$250.00	\$1,250.00
Third	\$1,500.00	\$500.00	\$2,000.00

F. Any person, firm or corporation who does obtain an administratively-issued block party permit, license or approval from the City where there was a condition imposed upon the issuance of such "block party permit", license or approval requiring the person to make all reasonable efforts necessary to ensure that dangerous fireworks are not used at said event and said person is said to be in violation of the permit by virtue of the fact that there were dangerous fireworks used at said event shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence	Amount of	Disposal Charge	Total Amount of
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in 1 year period	Administrative Penalty		Penalty plus Late Charge
First	\$1,500.00	\$375.00	\$1,875.00
Second	\$3,000.00	\$750.00	\$3,750.00
Third	\$5,000.00	\$2,000.00	\$7,000.00

G. Each person, firm or corporation who uses safe and sane fireworks on or at dates, times and/or locations other than those permitted by this chapter shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1 year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$250.00	\$75.00	\$325.00
Second	\$500.00	\$150.00	\$650.00
Third	\$750.00	\$300.00	\$1,050.00

H. In the case of a violation relating to dangerous fireworks, the citee shall be required to abate the violation and surrender all dangerous fireworks to the enforcement officer, immediately.

I. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of the Code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the Code."

SECTION 6. State fines. Section 17.04.110 of Chapter 17.04 of Title 17 of the Stanton Municipal Code is hereby added to read as follows:

"Section 17.04.110 State fines.

Fines collected pursuant to this chapter shall be subject to California Health and Safety Code Section 12726, which provides that 65 percent of all administrative fines or penalties collected by the City shall be forwarded to the Controller of the State of California for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund, as described in Health and Safety Code Section 12728."

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Council Members

DATE: April 25, 2017

SUBJECT: CITY MANAGER EMPLOYMENT AGREEMENT

REPORT IN BRIEF:

On September 6, 2012, the City of Stanton and James A. Box entered into an Employment Agreement for the services of City Manager. For consideration is the new three (3) year employment agreement with James A. Box for City Manager.

RECOMMENDED ACTIONS:

That the City Council:

1. Find that this item is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making, and
2. Authorize the Mayor to approve the City Manager Employment Agreement.

FISCAL IMPACT:

The impact on the current fiscal year is approximately \$4,600. An adjustment for \$3,400 was already made in conjunction with the mid-year budget. The remaining balance will be covered from employee vacancies in the current fiscal year and no budget adjustment is necessary.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(2).

LEGAL REVIEW:

The City Attorney's Office has reviewed the attached Employment Agreement.

PUBLIC NOTIFICATION:

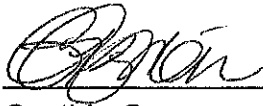
Public notice for this item was made through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

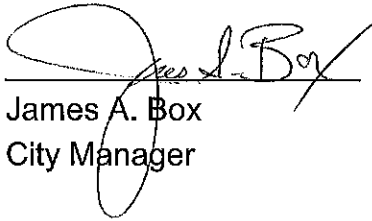
6 – Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared by:

Approved By:



Cynthia Guzman
Human Resources Specialist



James A. Box
City Manager

Legal Review:

Matthew E. Richardson
City Attorney

Attachment:

A. City Manager Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective April 25, 2017 between the CITY OF STANTON, a municipal corporation ("City") and JAMES A. BOX ("Manager") as follows:

WHEREAS, City desires to employ the services of Manager as city manager of City, as provided by the City Municipal Code, an

WHEREAS, it is the desire of the City Council of the City ("Council"), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Manager, and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of Manager and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security, and (3) to provide a means of terminating Manager's services when City may desire to terminate his employ, and

WHEREAS, Manager desires to accept employment as city manager of City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – Duties

City hereby agrees to employ Manager as city manager to perform the functions and duties specified in the City Municipal Code and the Government Code of the State of California, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2 – Termination and Severance Pay

- A. In the event Manager is terminated by a majority vote of the Council at such time as Manager continues to be willing and able to perform his duties under this Agreement, City agrees to pay Manager a lump sum cash payment, or equal payments over an agreed upon period of time, equal to (6) months of aggregate salary, and health benefits and discretionary compensation (Section 6), provided, however, that if less than six months remain in the term of this contract, the lump sum cash payment shall be in an amount equal to the monthly salary of the employee as provided above multiplied by the number of months left on the unexpired term of the contract. However, in the event Manager is terminated by a majority vote of the Council because of his commission of any illegal act involving a felony, an act or action constituting moral turpitude or personal gain to him, then in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

- B. Except for a termination involving the commission of any illegal act, etc., as set forth in Section 2 A above, the Manager may not be terminated by the City within three (3) months preceding or following a City General Municipal Election where one or more Council seats are contested on the ballot of such election (the "election cool-off period"). Notwithstanding the foregoing, if a majority vote of the Council should determine to terminate Manager during the election cool-off period, and such a termination does not involve the commission of any illegal act, etc., as set forth in Section 2 A, above, the Manager shall be entitled to an additional (3) months aggregate salary beyond the six (6) months as provided in Section 2 A above, provided, however, that if less than six months remain in the term of this contract, the lump sum cash payment shall be in an amount equal to the monthly salary of the employee as provided above multiplied by the number of months left on the unexpired term of the contract.
- C. In the event City at any time during the term of the Agreement reduces the salary or other financial benefits of Manager in a greater percentage than an applicable across-the-board reduction for all department head level employees of City, or in the event City refuses, following written notice, to comply with any other provision benefitting Manager herein, or Manager resigns following a request, whether formal or informal, by a majority of the Council that he resign, Manager may, at his option, be deemed to be "terminated" at the date of such reduction, resignation or such refusal to comply, within the meaning and contest of the severance pay provision set forth in Sections 2 A and B.
- D. To the extent that any payments described in this section have been made to Manager based upon his termination, any cash settlement or payment related to the termination that Manager may receive from the City shall be fully reimbursed to the City if Manager is convicted of a crime involving an abuse of his office or position.
- E. Manager hereby expresses his intent to remain as Manager for a period of not less than three (3) years from the date of execution of this Agreement. Manager and Council agree that should Manager be offered other employment, he shall advise Council of his intent to accept the offer and provide Council the opportunity to meet with him to discuss the offer and other matters as might be desirable by either party. In the event Manager voluntarily resigns his position with the City, Manager shall give City a minimum of thirty (30) days' written notice in advance.

Section 3 - Salary

As of April 25, 2017, the City agrees to pay Manager for his services rendered pursuant hereto a monthly base salary of fifteen thousand, six hundred and forty one dollars (\$15,641.00), payable in installments at the same time as other employees of City are paid. The City further agrees that as of April 25, 2018, the Manager's monthly base salary shall be increased to sixteen thousand, four hundred and twenty three dollars

(\$16,423.00). As of April 25, 2019, the Manager's monthly base salary shall again increase to seventeen thousand, two hundred and forty four dollars (\$17,244.00). Thus, the annual salary for the first three years under this Agreement shall be as follows:

- (1) Year 2017 - \$187,692.00;
- (2) Year 2018 - \$197,076.00; and
- (3) Year 2019 - \$206,928.00.

City agrees that the base salary of Manager shall be maintained at least ten percent (10%) higher than any future base salary of the highest paid department head level City employee and, within thirty days of written request by the Manager, to increase such base salary of the Manager to maintain such ten percent (10%) salary differential. In addition, City agrees to increase said base salary and/or other benefits of Manager in such amounts and to such extent that the Council may determine that is desirable to do so, provided however, that unless otherwise agreed to by both Manager and Council, Manager shall automatically receive any cost of living or other salary and/or fringe benefit increases provided to all department head level City employees.

Section 4 – Automobile/Telephone

The City agrees to pay to the Manager a one hundred dollars (\$100.00) per month cellular telephone allowance, which shall be paid in equal installments in each pay period.

The City also agrees that it shall provide the Manager with a City-owned automobile. The Manager's duties, as City Manager and Director of Emergency Services for the City require that the Manager have exclusive and unrestricted use of an automobile at all times. As a result of these duties, the City will provide Manager with an automobile. Because Manager is essentially on 24-hour call, the automobile will be available for both business and personal use (and thus available for use by Manager's properly licensed and insured spouse under Manager's supervision). City agrees to maintain and pay for liability, property damage, and comprehensive insurance, and to pay for the purchase, operation (including all fuel costs), maintenance, repair, or replacement of a City-owned automobile. Manager agrees to keep the automobile in good condition and will ensure that all service is performed per the factory maintenance schedule.

Section 5 – Holidays Benefits

Manager shall be entitled to the same holidays as other department head level City employees.

Section 6 – Health, Disability and Life Insurance

- A. City agrees to provide hospitalization, surgical and comprehensive medical coverage for Manager. City shall contribute one hundred percent (100%) of premium, commensurate to Kaiser HMO, for "Manager and two or more", for health insurance plan cost. City shall also contribute one hundred percent of premium, commensurate to Delta Dental, for "Manager and two or more" for

dental plan cost. City also agrees to contribute one hundred percent of premium, commensurate to VSP, for "Manager and two or more" for vision plan cost.

B. City also agrees to provide Manager short-term and long-term disability insurance coverage commensurate with the standard City employee program.

C. City also agrees to provide a term life insurance policy equal to a maximum of one hundred and fifty thousand (\$150,000.00).

Section 7- Retirement

City agrees to execute all necessary agreements to enroll Manager in the California Public Employees Retirement System ("CalPERS") and to pay a maximum of seven percent (7%) of "compensation earnable," for Manager, toward the employee's contribution to CalPERS.

Section 8 – Deferred Compensation

Manager may, at his own cost, participate in the City's deferred compensation program.

Section 9 – Comprehensive Leave

In lieu of sick, vacation, administrative, or any other paid leave, Manager shall accrue annually up to a maximum of three hundred seventy five (375) hours of comprehensive leave. On June 30 of each year, Manager shall be paid, at the then current rate of pay, for all unused accumulated comprehensive leave up to a maximum of two hundred and twenty five (225) hours. After any such sell back of comprehensive leave under the previous sentence, any unused accumulated comprehensive leave remaining shall be carried forward to the following year. On July 1 of each year, the total amount of comprehensive leave available to Manager shall be replenished to reach the maximum comprehensive leave accumulation limit of three hundred seventy five (375) hours.

In the event that Manager voluntarily leaves the employ of the City, he shall receive in addition to any other accrued salary, a pro rata share of unused accumulated comprehensive leave at the then current rate of pay. For example, if Manager leaves City's employ on September 1st of any year, he shall receive 2/12ths of the unused accumulated leave balance at his then current rate of pay.

Section 10 – Dues and Subscriptions

City agrees to pay for the professional dues and subscriptions of Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

Section 11 – Professional Development

- A. City hereby agrees to pay the travel and subsistence expenses of Manager for professional and official travel, meetings and occasions adequate to continue the professional development of Manager and to adequately pursue necessary official and other functions for City, including but not limited to, International City and County Management Association, and League of California Cities and other professional associations.
- B. City also agrees to pay for the travel and subsistence expenses of Manager for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.
- C. City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Manager, and hereby agrees to pay said general expenses subject to submission of written receipts and documentation of such expenses.

Section 12 – Performance Evaluation

- A. The Council shall review and evaluate the performance of Manager at the one year anniversary of the effective date of this Agreement and at least once annually thereafter. A full, formal review and evaluation shall be conducted each year on or before the anniversary date of the effective date of the Agreement. The Mayor of City shall provide Manager with a summary written statement of the findings of the Council and provide an adequate opportunity for Manager to discuss his evaluation with the Council. Said criteria may be modified as the Council may from time to time determine in consultation with Manager. The Council further agrees to review the Manager's total compensation on the first six month review and thereafter on the anniversary date of the effective date of the Agreement.
- B. Annually, the Council and Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 13 – Indemnification

City shall defend, save harmless and indemnify Manager against any tort, professional liability claim, and demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Manager's duties as city manager.

Section 14 - Bonding

City shall bear the full cost of any fidelity or other bonds required of Manager, acting as city manager of the City, under any law or ordinance.

Section 15 – Other Terms and Conditions of Employment

- A. The Council, in consultation with the Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or State or Federal law.
- B. All provisions of the City Municipal Code and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist, or thereafter may be amended, which apply to department head level City employees, except as otherwise set forth herein, shall also apply to Manager.

Section 16 – Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid and addressed as follows:

- 1. City City of Stanton
7800 Katella Avenue
Stanton, CA 90680
- 2. Manager James A. Box
7800 Katella Avenue
Stanton, CA 90680

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17 – General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Agreement shall become effective as provided herein.
- C. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the City and the Manager.

- D. This Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that Manager may not assign Manager's obligations hereunder.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal proceeding which may be initiated by either party relating to this Agreement shall be brought in the courts of Orange County, California or in the Central District of California.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Manager have signed and executed this Agreement as of the day and year first above written.

CITY

ATTEST

Carol Warren, Mayor

Patricia A. Vazquez, City Clerk

APPROVED AS TO FORM

MANAGER

Matthew E. Richardson,
City Attorney

James A. Box, City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 25, 2017

SUBJECT: AWARD OF A CONTRACT FOR THE WESTERN AVENUE AND THUNDERBIRD LANE TRAFFIC SIGNAL PROJECT

REPORT IN BRIEF:

The construction bids for the Western Avenue and Thunderbird Lane Traffic Signal Project consisting of installation of new traffic signal poles and mast arms, controllers, and cabinet have been reviewed by the staff. Based on post bid analysis of the seven (7) bids received, staff determined that the construction bid submitted by DBX, Inc. to be the lowest responsible bid at \$179,849.00. Staff recommends the City Council award the contract for the proposed services to DBX, Inc.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Award a contract for the Western Avenue and Thunderbird Lane Traffic Signal Project to DBX, Inc. for the amount of \$179,849.00; and
3. Authorize the City Manager to bind the City of Stanton and DBX, Inc. in a contract for the Western Avenue and Thunderbird Lane Traffic Signal Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

BACKGROUND:

In 2016, construction of the Stanton Central Park was completed. Due to safety concerns, a signal has been designed at the intersection of Thunderbird Lane and Western Avenue to serve the entrance to Stanton Central Park. After the design was completed, Union Pacific Railroad became aware of the proximity of the design to a

railroad-crossing at Western Avenue and indicated that there would need to be significant revisions and additional costs to the intersection design. However, staff met with representatives of Union Pacific Railroad and the California PUC about the issue, and all concluded after a two-year delay due to the railroad that the crossing was minimally active and the additional design work was not warranted. The Union Pacific Railroad approved the plans.

ANALYSIS/JUSTIFICATION:

The project was advertised for bids on March 23, 2017. Notices announcing the solicitation of bids for this project were posted in the F.W. Dodge publication known as the "Green Sheets."

The bid was publicly opened on April 17, 2017 at 2:00 p.m. and the summary is listed below:

RANK	Company	BID
1	DBX, Inc.	\$ 179,849.00
2	Calpromax Engineering, Inc.	\$ 191,700.00
3	USS Cal Builders	\$ 224,730.00
4	ACCI, Inc.	\$ 225,000.00
5	California Professional Engineering, Inc.	\$ 260,000.00
6	Comet Electric	\$ 282,265.00
7	Belco Elecnor Group	\$ 303,437.00

Staff has reviewed the submitted bid documents and found the low bidder in compliance with the contract documents. Staff has done a reference check on the firm and received good reviews on their quality of work. Upon successful execution of the contract documents, the project is scheduled to begin construction in late May 2017. The contractor will have approximately 60 days to complete the project.

FISCAL IMPACT:

Funding for this project is available from account: 220-3510-710106 in Fiscal Year 2017/18.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

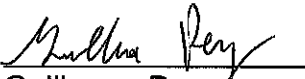
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.


STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:


Guillermo Perez
Engineering Assistant

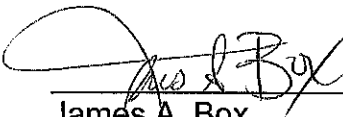
Reviewed


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

Concur:


Stephen Parker, CPA
Administrative Services Director

Approved by:


James A. Box
City Manager

ATTACHMENTS:

- 1) DBX, Inc. Bid Result
- 2) Contract

BID PROPOSAL

Bidders Name DBX, Inc.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF STANTON:

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the project Plans, Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF STANTON, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is Bidders Bond (Insert "cash", "~~a Cashier's Check~~", "~~a certified check~~", or "a Bidder's Bond in the form furnished by the City", as the case may be) in the amount of \$ 10% of bid, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within fourteen (14) calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the City Engineer of the CITY OF STANTON, to the satisfaction and under the direction of the Director of Public Works, at the following prices:

BID SHEET

Western Avenue and Thunderbird Lane Traffic Signal

BIDDERS NAME: DBX, Inc.

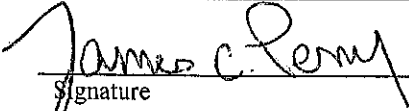
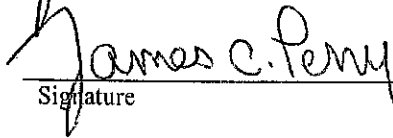
PRINT or Type					
#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	Mobilization	1	LS	\$4000.00	\$ 4000.00
2	Traffic Signal and Safety Lighting	1	LS	\$125962.00	\$ 125962.00
3	Traffic Signal Interconnect	1	LS	\$43887.00	\$ 43887.00
4	Signing and Striping	1	LS	\$6000.00	\$ 6000.00
Total Base Bid in NUMBERS:		\$ 179,849.00			
Total Base Bid in WORDS:		one hundred seventy nine thousand eight hundred forty nine Dollars and zero Cents			

NOTE. The City reserves the right to award a contract in parts or in its entirety or for various alternates and reserves the rights to reject all bids and re-advertise, as appears to be in its best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents.

The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No.- 240547, Class A (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder	DBX, Inc.
Business Address	42024 Avenida Alvarado, suite A, Temecula, CA 92590
Business Tel. No.	951-296-9909

	4/14/17	President
Signature	Date	Title
	4/14/17	Secretary / treasurer
Signature	Date	Title

Signature	Date	Title
-----------	------	-------

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

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.

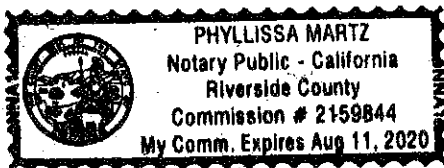
State of California)
County of Riverside)

On 4/14/17 before me, Phyllissa Martz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared James C. Perry
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 Phyllissa Martz
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: <u>James C. Perry</u>	Signer's Name: _____
<input checked="" type="checkbox"/> Corporate Officer — Title(s): <u>President/Secretary/Treas.</u>	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation: DBX, Inc.

Business Address: 42024 Avenida Alvarado, suite A, Temecula, CA 92590

Telephone and Fax Number: 951-296-9909 / 951-296-9978

California State Contractor's License No. and Class: 240547 A + C-10

(REQUIRED AT TIME OF AWARD)

Original Date Issued: 1/20/16 Expiration Date: 7/31/17

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

James C. Perry, President/Secretary/treasurer

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
------	-------	---------	-----------

<u>James C. Perry</u>	<u>President/Secretary/treasurer</u>		
-----------------------	--------------------------------------	--	--

<u>3258 Sumac Ct. Fallbrook, CA 92028</u>	<u>760-728-9194</u>		
---	---------------------	--	--

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

none

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

none

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with project owners (public agencies, private companies, etc...) in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

none

Briefly summarize the parties' claims and defenses;

none

State the tribunal (i.e., Superior Court, American Arbitration Association, etc.) the matter number and outcome.

none

Have you ever had a contract terminated by the owner/agency? If so, explain.

no

Have you ever failed to complete a project? If so, explain.

no

Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.

no

For any projects you have been involved with in the last 5 years did you have any claims or actions:

Circle One

1. By you against the owner?
Yes / ☒ No
2. By the owner against you?
Yes / ☒ No
3. By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc..)
Yes / ☒ No
4. By Subcontractors (Stop Notices, etc.)

- Yes / (No)
5. Are any claims or actions unresolved or outstanding? Yes (No)

If yes to any of the above, explain. (Attach additional sheets, if necessary)

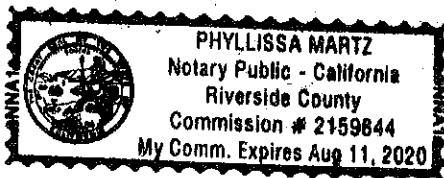
n/a

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Subscribed and sworn to before me By
This 14 day of April, 20 17.

Phyllissa Martz
(Signature of Notary Republic)

(SEAL)



James C. Perry
(print name of Owner or
President of Corporation/Company)

James C. Perry
(Signature)

President
(Title)

(Date) April 14, 2017
James C. Perry
(Signature of Secretary of Corporation)

REFERENCES

(Contractor must use this form!!! Please print or type).

Bidders Name DBX, Inc

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$15,000, provide the following information:

1

Project Name/Number traffic signal synchronization and

Project Description Build new t.m.c.

Approximate Construction Dates From to 5/2016 - 12/2016

Agency Name City of Coachella

Contact Person Oscar Espinoza Telephone (16P) 398-5744

Original Contract Amount \$ 2,221,552.00 Final Contract Amount \$ 2,350,184.20

If final amount is different from original, please explain (change orders, extra work, etc.)

Signal, service + controller upgrades, extra pull boxes,

ADA ramps, intersection modification, extra cameras

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

no

2

Project Name/Number traffic signal Improvements

Project Description D Street + Evergreen

Approximate Construction Dates From 6/2016 to 10/2016

Agency Name City of La Verne

Contact Person Cody Howing Telephone (909) 594-9702

Original Contract Amount \$ 302,169.00 Final Contract Amount \$ 311,088.65

If final amount is different from original, please explain (change orders, extra work, etc.)

additional curb, gutter, cold milling, AC Pavement

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

no

3

Project Name/Number traffic signal + street improvements

Project Description SR62 + Encelia

Approximate Construction Dates From 9/2015 to 1/2016

Agency Name City of Twenty-nine Palms

Contact Person Richard Pedersen Telephone (760) 367-6799

Original Contract Amount \$ 354,254.13 Final Contract Amount \$ 353,755.62

If final amount is different from original, please explain (change orders, extra work, etc.)

Item quantities less than bid

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

no

4

Project Name/Number Fiber Network Extension to

Project Description City Facilities

Approximate Construction Dates From 7/2015 to 2/2016

Agency Name City of Thousand Oaks

Contact Person Chandani Gunasckara Telephone (818) 449-2461

Original Contract Amount \$ 381,567.25 Final Contract Amount \$ 394,240.50

If final amount is different from original, please explain (change orders, extra work, etc.)

additional fiber work

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

no

5

Project Name/Number 07-3X9304 ; Install anti theft pull boxes

Project Description + replace street lighting

Approximate Construction Dates

From 9/2015 to current

Agency Name Caltrans

Contact Person Hassan mamca

Telephone (818) 364-2740

Original Contract Amount \$ 8,569,369.50 ^{current} Final Contract Amount \$ 8,727,547.65

If final amount is different from original, please explain (change orders, extra work, etc.)

change soffits, changes to original plans, maintain existing electrical

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

no

6

Project Name/Number Fiber Interconnect Project

Project Description Install Fiber Interconnect var. loc.

Approximate Construction Dates

From 5/2016 to 3/2017

Agency Name City of Encinitas

Contact Person Luke Baker

Telephone (760) 633-2704

Original Contract Amount \$ 729,267.00 Final Contract Amount \$ 762,233.92

If final amount is different from original, please explain (change orders, extra work, etc.)

changes to plans, additional fiber work

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

no

Attach additional sheets if necessary.

Upon request, the Contractor may be required to attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.

Resume

Steven Landau
42024 Avenida Alvarado, Suite A
Temecula, CA 92590
(909) 721-4028
stevelandaubx@gmail.com

Professional Experience

DBX, Inc. Temecula, California United States
Electrician/Foreman/Superintendent

Electrician/Foreman/Superintendent, 1990 – present

- Examine and inspect work progress, equipment, and construction sites to verify safety and to ensure that specifications are met.
- Read specifications such as blueprints to determine construction requirements and to plan procedures.
- Estimate material and worker requirements to complete jobs.
- Supervise, coordinate, and schedule the activities of construction or extractive workers.

Public Works Construction Inspector, City of Orange, 1984 – 1989

- Inspect the workmanship and materials used in a variety of public works construction and capital improvement projects
- Ensure conformance with plans, specifications and department regulations
- Direct and guide contractors to achieve quality control and proper use of materials
- Review plans and specifications of assigned construction projects
- Prepare and maintain daily inspection reports, progress payments, change orders, claims and other written documentation

Additional Skills

Certified Journeyman Electrician

DESIGNATION OF SURETIES

Bidders name DBX, Inc.

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

<u>Culbertson Insurance Services</u>	<u>714-921-0530</u>
<u>5500 E. Santa Ana Canyon Rd. #201</u>	
<u>Anaheim, CA 92807</u>	
<u>Contract Bonds</u>	
<u> </u>	
<u>GMGS</u>	<u>949-559-6700</u>
<u>12 Muman</u>	
<u>Irvine, CA 92620</u>	
<u>Insurance - G/L, Auto, Umbrella, Workers Comp</u>	
<u> </u>	
<u> </u>	

ACKNOWLEDGEMENT OF ADDENDA

Bidders name DBX, Inc.

The bidder shall signify receipt of all Addenda here, if any:

[illegible]

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name DBX, Inc

Record Last Five (5) Full Years
Current Year of Record

	Current Year of Record	2013	2012	2011	2010	2009	Total	Year
No. of contracts	4	11	19	7	7	14	62	
Total dollar Amount of Contracts (in Thousands of \$)	440	536	2871	4872	4408	4853	22,810	
No. of fatalities	0	0	0	0	0	0		
No. of lost Workday Cases	0	0	0	0	3	0	3	
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0	

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder DBX, Inc.
Business Address: 42024 Avenida Alvarado #A, Temecula, CA 92590
Business Tel. No.: 951-246-9909
State Contractor's License No. and Classification: 240547 A-C10
Title President / Secretary / Treasurer

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder James C. Perry
 Date 4/14/17
 Title President
 Signature of bidder James C. Perry
 Date 4/14/17
 Title Secretary / Treasurer
 Signature of bidder _____
 Date _____
 Title _____
 Signature of bidder _____
 Date _____
 Title _____

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by notarized signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners/joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

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 Riverside)

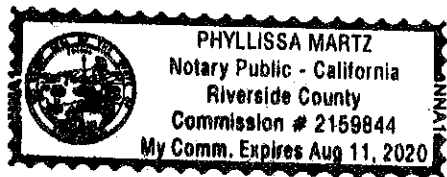
On 4/14/17 before me, Phyllissa Martz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James C. Perry
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 Phyllissa Martz
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: James C. Perry Signer's Name: _____

☒ Corporate Officer — Title(s): President/Secretary/Treas. ☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California)SS.

County of Riverside)

James C. Perry , being first duly sworn, deposes and says that he or she is President of DBX, Inc , the party making the foregoing bid, in accordance with Public Contracts Code Section 7106, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Project Name:

Western Ave + Thunderbird Lane traffic signal

Legal Business Name of Bidder

DBX, Inc

Business Address

42024 Avenida Alvarado, suite A, temecula, CA 92590

Business Tel. No.

951-296-9909

Signature of bidder

James C. Perry

Title

President

Date:

4/14/17

Signature of bidder

James C. Perry

Title

Secretary/treasurer

Date:

4/14/17

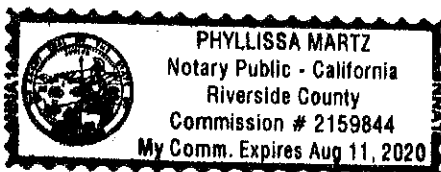
Subscribed and Sworn to before me on

(Notary Seal)

Signature

Phyllissa Martz

Notary Public



LIST OF SUBCONTRACTORS TO ACCOMPANY PROPOSAL

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid.

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid
MJ Directional PO Box 1126 Ontario, CA 91762 909-322-8445	3	13%	Directional Drilling	13%
Smithson Electric 1938 E. Katella Ave. Orange, CA 92867 714-997-9556	2	2%	Install Loop detectors	2%
Superior Pavement markings 5312 Cypress St. Cypress, CA 90630 714-995-9100	4	3%	Signing & striping	3%

Bond No. 8-B

Bond Premium NIL

BID BOND TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Stanton, has issued an invitation for bids for the work described as follows:
WESTERN AVENUE AND THUNDERBIRD LANE TRAFFIC SIGNAL

WHEREAS DBX, INCORPORATED
42024 AVENIDA ALVARADO, STE. A
TEMECULA, CA 92590

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA, 6303 OWENSMOUTH AVENUE, 10TH FLOOR, WOODLAND HILLS, CA 91367

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of TEN PERCENT OF AMOUNT BID

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: APRIL 6, 2017

"Principal"

DBX, INCORPORATED

By: James C. Perry By:
Its President
By: James C. Perry By:
Its Secretary/Treasurer

"Surety"

THE GUARANTEE COMPANY OF
NORTH AMERICA USA

By: [Signature] By:
Its CHARLES L. FLAKE,
ATTORNEY-IN-FACT
Its

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

PREBD SITE INSPECTION CERTIFICATION

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 Riverside)

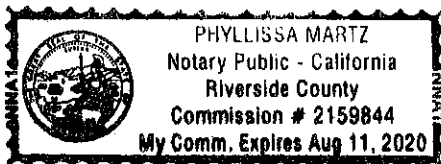
On 4/14/17 before me, Phyllissa Martz, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared James C. Perry
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 Phyllissa Martz
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: <u>James C. Perry</u>	Signer's Name: _____
<input checked="" type="checkbox"/> Corporate Officer — Title(s): <u>President/Secretary/Treas.</u>	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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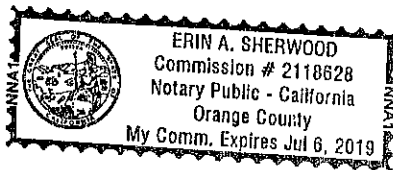
STATE OF CALIFORNIA

County of Orange

On 4/6/17 before me, Erin A. Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charles L. Flake

Name(s) of Signer(s)



Place Notary Seal Above

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

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

David L. Culbertson, Charles L. Flake, Richard A. Coon, Spencer Flake
Culbertson Insurance Services, Inc.

Its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 8th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6th day of April, 2017

Randall Musselman, Secretary

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

PBX, Inc.
James C. Perry
Date: 4/14/17

Persons who inspected site of the proposed work for your firm:

Name James C. Perry

Date of Inspection 4/10/17

Title President / Sec / Treas.

Name _____

Date of Inspection _____

Title _____

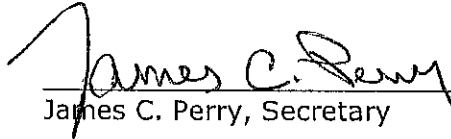
CERTIFICATION OF RESOLUTION

I, James C. Perry, Secretary of DBX, Inc. a California corporation, do hereby certify that the attached RESOLUTION OF OFFICER'S AUTHORITY, to which I hereby attest, is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly adopted and approved by regular action of the said Board of Directors taken on February 27, 2017 in full conformance with the law and the By Laws of said corporation.

I further certify that the resolution is still in full force and effect and has not been amended or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand as such Secretary, and affixed the corporate seal of said Corporation.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Temecula, California on April 14, 2017.


James C. Perry, Secretary

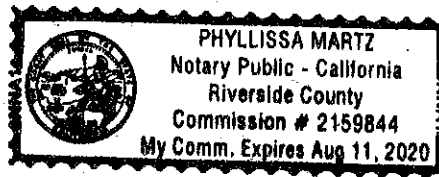
SEAL

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.

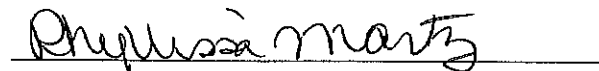
STATE OF CALIFORNIA)

) SS.

COUNTY OF RIVERSIDE)



Subscribed and sworn to before me this 14th day of April, 2017, by James C. Perry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



RESOLUTION OF OFFICER'S AUTHORITY

"WHEREAS, from time to time this corporation, being DBX, Inc., a California corporation, is called upon to execute documents by which this corporation enters into contracts, bonds, obligations of performance, surety and of other legal consequences, and

"WHEREAS, third persons may require or request come written authority evidencing and identifying those persons who are officers and authorized to execute such documents for and on behalf of this corporation, now, therefore, it is

"RESOLVED, that JAMES C. PERRY, who is President and Chief Executive Officer of this corporation, be, and he hereby is, and has been, empowered, authorized and directed to execute any and all kinds of documents, contracts, bonds, obligations of performance, surety and other documents by which this corporation assumes legal obligations, dealing with private and public entities, and

"RESOLVED FURTHER, that any person who relies upon the authority granted and conferred in this resolution shall be indemnified and held harmless from any claim with respect to the existence or non-existence of such authority, and may continue to do so until personally receiving written notice that the authority herein conferred has been terminated."

Dated: February 27, 2017


James C. Perry, Secretary

SEAL

CITY OF STANTON CONTRACT

Western Avenue and Thunderbird Lane Traffic Signal Project

I.

This Contract is made and entered into on the 25th Day of April, 2017 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and DBX, 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. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated
- D. Payment Bond
- E. Contract Performance Bond
- F. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- G. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- H. Latest Edition, Standard Specifications for Public Works Construction.

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: \$179,849.00.

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, attorneys 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 statues 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 one hundred and seventy-nine thousand, eight hundred and forty-nine dollars and zero cents (\$179,849.00) 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 Sixty (60) 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:

[CONTRACTOR]:

By: _____
CITY MANAGER

By: _____
(Corporate Officer)

Title: _____

ATTEST:

Print Name: _____

By: _____
CITY CLERK

By: _____
(Corporate Officer)

APPROVED AS TO FORM:

Title: _____

Print Name: _____

By: _____
CITY ATTORNEY

NOTARY REQUIRED

Bond No. _____ Bond Premium _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (sometimes referred to hereinafter as "Obligee") has awarded DBX, Inc. (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the re-painting of concrete medians, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated April 25, 2017 (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stanton in the sum of _____ Dollars (\$ _____) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Oblige, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Oblige a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day _____ of _____ 20 _____.

PRINCIPAL:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged, \$ _____. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Departments most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me, _____, a Notary Public in and for said State, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact _____ of the _____ (Surety) and acknowledged to me that he/she subscribed the name of the _____ (Surety) thereto and his/her own name as Attorney-in-Fact.

Notary Public in and for said State
(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

Signature

(CORPORATE SEAL)

Bond No. _____ Bond Premium _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has DBX, Inc. (hereinafter designated as the "Contractor"), a contract dated April 25, 2017, for work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the re-painting of concrete medians, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal and, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ Dollars (\$ _____), said sum being not less than one-hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his/her or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his/her Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorneys fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Code, so as to give a right of action to them or their assigns any suit brought upon this bond.

The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL:

By: _____

SURETY: _____

By: _____

Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me, _____
_____, a Notary Public in and for said State, personally appeared _____
_____, known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____
(Surety) and acknowledged to me that he/she subscribed the name of the _____
(Surety) thereto and his/her own name as Attorney-in-Fact.

Notary Public in and for said State
(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as
Principal to the within bond; that _____ who signed the said bond on
behalf of the principal was then of said corporation; that I know his/her signature, and his/her
signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in
behalf of said Corporation by authority of its governing bond.

Signature
(CORPORATE SEAL)

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code §§ 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date _____

Signature _____

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below (required at time of award):

Business & Professions Code § 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of

verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License no.: _____ Class: _____ Expiration date: _____

Date _____ Signature _____

INSURANCE REQUIREMENTS

The Contractor shall at all times during the terms of the Contract carry, maintain, and keep in full force and effect a policy or policies of comprehensive general liability insurance in which the City, along with its City Council and each member thereof, and every officer, official, agent, attorney, employee or volunteer of the City, is the named insured or is named as an additional insured with the Contractor in accordance with the General Provisions. The insurance company issuing such policy(ies) must be acceptable to, and approved by, the City Engineer and City Attorney. Contractor shall maintain limits of no less than Two Million Dollars (\$2,000,000) combined single limit coverage per occurrence for personal injury or death or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of the performance of the Contractor and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Public Works Contract. Such insurance shall include coverage of no less than One Million Dollars (\$1,000,000) for all automobiles utilized by Contractor's or any subcontractor's employees or agents in the performance of the Contract. Contractor shall also provide an endorsement in the forms included in Book II.

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the CITY OF STANTON has required certain insurance to be provided by

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: CITY OF STANTON, City Hall, 7800 Katella Avenue, STANTON, CA 90680-3162.

2. The insureds under such policy or policies are: _____

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

4. Said policy or policies shall not be canceled, voided or reduced in coverage or limits of liability, unless and until thirty days' advance written notice thereof has been served upon the City Clerk of the CITY OF STANTON.

By: _____
Its Authorized Representative

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
---	--------------------------	------------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> |
| <input type="checkbox"/> General Liability Endorsement | |

12. A ☐ deductible or ☐ self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

1. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
2. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
3. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
4. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
6. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

7. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
LIMITS OF
THIS ENDORSEMENT ATTACHES
LIABILITY

POLICY PERIOD
FROM/ TO

Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> |

11. A ☐ deductible or ☐ self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

12. This is an ☐ occurrence or ☐ claims made policy (check one).

13. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____

I, _____ (print name),
hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
LIMITS OF
THIS ENDORSEMENT ATTACHES
LIABILITY

POLICY PERIOD
FROM/TO

- ☐ Following Form
☐ Umbrella Liability
☐

10. Applicable underlying coverages:
INSURANCE COMPANY
AMOUNT

POLICY NO.

11. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

12. A ☐ deductible or ☐ self-insured retention (check one) of \$ _____
applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

PREVAILING WAGES

NOTICE IS FURTHER GIVEN that the City Council has obtained the general prevailing rate of per diem wages in accordance with law to be paid for the construction of the above Work and Improvements. The schedule has been obtained from the Director of the Department of Industrial Relations, pursuant to the provisions of Section 1773 of the Labor Code of the State of California, and reference is hereby made to copies thereof on file in the City's Office, which said copies are available to any interested party upon request. Further, a copy shall be posted at each job site during the course of construction. If prevailing wages change within 10 days of the bid opening date, new prevailing wages will be used.

WAGE RATES AND LABOR CODE REQUIREMENTS

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

LEGAL RELATIONS AND RESPONSIBILITY

The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or the Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he/she shall forthwith report the same to the Engineer in writing. He/she shall at all times observe and comply with and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall indemnify, protect, defend, and hold harmless the City, the Engineer, and all of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees, agents, or representatives.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. The Director of the Department of Industrial Relations has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed, copies of which are maintained at the City's principal office, and are available to any interested party on request. Contractor shall post a copy of said document at each job site. The Contractor shall forfeit to the City a penalty of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate, and shall in addition pay to each worker for each such day the difference between the prevailing rate and the actual wage paid.
- b. In accordance with Sections 1173.1 and 1773.8 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1 1/2) times the base rate of pay, in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6, as amended effective January 1, 1977, with respect to the employment of apprentices. Pursuant to Section 1777.5, it is hereby stipulated that the

Contractor will be responsible for obtaining compliance therewith on the part of any and all Subcontractors employed by him/her in connection with this Contract.

In accordance with Section 1777.3 of said Labor Code, the City will file with the Department of Industrial Relations, Division of Apprenticeship Standards, on "Extract of Public Works Contract Award" upon issuing the Notice of Award in the form appended hereto and made a part hereof as page 1-9.3.

- f. Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him/her.

The Contractor and any Subcontractor under him/her shall comply with the requirements of Section 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office .

Willful violations of Section 1777.5 will result in a forfeiture of fifty dollars (\$50.00) for each calendar day of noncompliance which shall be withheld from progress payments by City upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates:

This is a Federally assisted project and Davis-Bacon will be enforced. Federal and State wage rates are applicable to both the prime Contractor and subcontractors. The higher wage rate between the Federal and State wage determinations will be enforced. The Federal Labor Standards Provisions (Form HUD-4010) and the Federal Wage Determination are incorporated into these Provisions. They are considered a physical part of the Contract Agreement and full compliance will be enforced. The same Federal language and wage determinations will be included in an Agreement resulting for the original Agreement.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

**City Business License Forms and
Vendor Data Sheet**

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY EACH BIDDER
(BOOK I)**

- ✓ Bid Proposal
- ✓ Bid Sheet
- ✓ Information Required of Bidder
- ✓ References
- ✓ Designation of Sureties
- ✓ Acknowledgment of Addenda
- ✓ Contractors' Industrial Safety Record
- ✓ Non-Collusion Affidavit
- ✓ List of Subcontractors
- ✓ Bid Bond
- ✓ Mandatory Pre-Bid Site Inspection Certification

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY AWARDEE
(BOOK II)**

- ✓ Performance Bond(s)
- ✓ Payment (Labor and Material) Bond
- ✓ Insurance Requirements for CITY OF STANTON
- ✓ Workers' Compensation Certification
- ✓ All Certificates of Insurance
- ✓ Public Works Contract
- ✓ Warranty Bond (as appropriate)
- ✓ Statement Acknowledging Penal and Civil Penalties Concerning Contractor's License Laws

City Council

Item 15D

“CITY COUNCIL INITIATED ITEM – DISCUSSION REGARDING THE POSSIBILITY OF UTILIZING AN APP CALLED SHOTSPOTTER (“MOBILE APP FOR ANYTIME ANYWHERE ACCESS TO GUNFIRE ALERTS”)”

City Council Initiated Item.

(This item does not contain a staff report)

City Council Item 15E

***“CITY COUNCIL INITIATED ITEM –
DISCUSSION REGARDING THE POSSIBILITY
OF UTILIZING A GRAFFITI REPORTING APP”***

City Council Initiated Item.
(This item does not contain a staff report)