



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JULY 25, 2017 - 6:30 P.M.

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- 1. CLOSED SESSION (5:00 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: 5

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 None.

9. CONSENT CALENDAR

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

Council Member Donahue to abstain from Consent Calendar Item 9C, line item 1 and 3.

Council Member Ethans to abstain from Consent Calendar Item 9C, line item 1.

Council Member Ramirez to abstain from Consent Calendar Item 9C, line item 3.

Mayor Pro Tem Shawver to abstain from Consent Calendar Item 9C, line item 2.

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 July 6, 2017 and July 11, 2017, in the amount of \$339,214.26.

9C. APPROVAL OF MINUTES

1. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – May 9, 2017.
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – June 27, 2017.
3. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – July 11, 2017.

9D. JUNE 2017 INVESTMENT REPORT

The Investment Report as of June 30, 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 June 2017.

9E. JUNE 2017 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of June 30, 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 June 2017.

9F. JUNE 2017 INVESTMENT REPORT (HOUSING AUTHORITY)

The Investment Report as of June 30, 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 June 2017.

9G. FY 2017/18 BUDGET ADJUSTMENT REQUEST

This report requests a budget adjustment to fund the replacement of a part-time Facilities Maintenance Worker I position with a full-time Facilities Maintenance Worker II position (existing classification) for the remainder of the current fiscal year.

RECOMMENDED ACTION:

1. City Council declare that this project 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 or procedure making; and
2. Approve Budget Adjustment 2018-02.

9H. AWARD OF CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE INSTALLATION OF THE TRAFFIC SIGNAL AT WESTERN AVENUE AND THUNDERBIRD LANE BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

Hartzog and Crabill, Inc. have been chosen to provide professional construction engineering services for the installation of the traffic signal at Western Avenue and Thunderbird Lane. Since Hartzog and Crabill, Inc. designed the traffic signal for Western Avenue and Thunderbird Lane, staff found they have the complete knowledge and expertise required to complete this project.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Award a contract for professional construction engineering services to Hartzog and Crabill, Inc. to provide traffic engineering services for a maximum contract amount of \$30,000; and
3. Authorize the City Manager to bind the City of Stanton and Hartzog and Crabill, Inc. in a contract to provide professional construction engineering services.

9I. AWARD OF CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE INSTALLATION OF THE THUNDERBIRD LANE SEWER BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

On February 24, 2015 a contract was awarded to AKM Consulting Engineers for construction engineering services for the installation of the Thunderbird Sewer. The construction of the project was put on hold and is now going forward. As such staff has asked for a new proposal for their services.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
2. Award a contract for professional construction engineering services to AKM Consulting Engineers to provide construction engineering services for a maximum contract amount of \$54,200; and
3. Authorize the City Manager to bind the City of Stanton and AKM Consulting Engineers, Inc. in a contract to provide professional construction engineering services.

9J. REQUEST FROM HORIZON AMBULANCE, INC., TO OPERATE AN AMBULANCE TRANSPORTATION – MEDICAL SERVICES LOCATED AT 1920 E. KATELLA AVENUE, SUITE K, ORANGE, CA 92867

Section 5.04.420 of the Stanton Municipal Code requires certain businesses, including Ambulance Service businesses, to obtain approval by the City Council prior to initiation of operations. Horizon Ambulance, Inc. is requesting City Council approval to provide ambulance services within the City of Stanton.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Approve the application of Horizon Ambulance, Inc., to provide ambulance services within the City of Stanton and authorize the issuance of a business license permit.

9K. TOLLING AGREEMENT FOR LOVELY MASSAGE (10450 BEACH BOULEVARD #115)

Consideration of a Tolling Agreement for Lovely Massage located at 10450 Beach Boulevard #115.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under 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. Approve the Tolling Agreement for Lovely Massage; and
3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure compliance with the Tolling Agreement.

9L. TOLLING AGREEMENT FOR TEMPTATION MESSAGE (11855 BEACH BOULEVARD)

Consideration of a Tolling Agreement for Temptation Massage located at 11855 Beach Boulevard.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under 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. Approve the Tolling Agreement for Temptation Massage; and
3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure compliance with the Tolling Agreement.

9M. TOLLING AGREEMENT FOR EDEN SPA (12108-12110 BEACH BOULEVARD)

Consideration of a Tolling Agreement for Eden Spa located at 12108-12110 Beach Boulevard.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under 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. Approve the Tolling Agreement for Eden Spa; and
3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure compliance with the Tolling Agreement.

9N. TOLLING AGREEMENT FOR LUCKY MESSAGE (7013 KATELLA AVENUE #B)

Consideration of a Tolling Agreement for Lucky Massage located at 7013 Katella Avenue #B.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under 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. Approve the Tolling Agreement for Lucky Massage; and
3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure compliance with the Tolling Agreement.

9O. AUTHORIZATION FOR MAYOR PRO TEM DAVID J. SHAWVER TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN SACRAMENTO

The League of California Cities Annual Conference is scheduled for September 13-15, 2017 in Sacramento. In order to vote at the Annual Conference / Annual Business Meeting, City Council must designate a voting delegate and/or voting delegate alternate. Additionally, pursuant to the City of Stanton Travel and Reimbursement policy, a Council Member must receive City Council approval prior to a trip, if the trip will exceed \$500.00.

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. Approve Mayor Pro Tem David J. Shawver to attend the League of California Cities Annual Conference, scheduled for September 13-15, 2017 in Sacramento; and
3. Designate Mayor Pro Tem David J. Shawver as the voting delegate.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. APPEAL OF TO THE CITY COUNCIL TO MODIFY A CERTAIN CONDITION IN RESOLUTION NO. 2430 FOR CONDITIONAL USE PERMIT C17-02 ADOPTED BY THE PLANNING COMMISSION, TO ALLOW FOR THE SALE OF SINGLE SERVE BEER CONTAINERS IN CONJUNCTION WITH THE OPERATION OF A MINI-MART WITH THE SALE OF BEER, WINE AND SPIRITS FOR THE PROPERTY LOCATED AT 10480 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY AVTAR SINGH

This is an appeal of the Planning Commission decision to the City Council to modify a certain condition of approval for Conditional Use Permit C17-02 to allow for the sale of single serve beer containers in conjunction with the operation of a mini-mart with the sale of beer, wine and spirits for the property located at 10480 Beach Boulevard.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Declare that the project is categorically exempt per the California Environmental Quality Act (CEQA), under Section 15301 (Existing Facilities); and
3. Either uphold the Planning Commission decision to not allow the sale of single serve beer containers and deny the appeal; or reverse the Planning Commission decision and allow the sale of single serve beer containers and grant the appeal; and
4. Direct staff to draft a Resolution memorializing the City Council decision.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

12A. CONSIDERATION OF TRAFFIC CALMING MEASURES ON LOLA AVENUE

The City Council has asked staff to research the possibility of traffic calming measures on Lola Avenue. Staff has engaged our traffic engineering consultants to prepare a report on Lola Avenue and potential measures.

RECOMMENDED ACTION:

1. City Council declare that the project is not subject to the California Environmental Quality Act ("CEQA") under Section 15301(c) – consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and
2. Review the staff report and direct staff whether to pursue traffic calming measures on Lola Avenue.

12B. PROPOSED ORDINANCE TO CHANGE THE NAME OF THE STANTON PARKS AND RECREATION COMMISSION TO THE STANTON COMMUNITY SERVICES COMMISSION AND PROPOSED RESOLUTION TO AMEND THE COMMISSIONS SCHEDULED MEETING DATES

This item proposes Ordinance No. 1067, which would change the name of the City's "Parks and Recreation Commission" to the "Community Services Commission". Also, this item proposes Resolution No. 2017-16, which would amend the Commission's scheduled meeting dates.

RECOMMENDED ACTION:

1. That the City Council declare that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15062(c)(2) and 15060(c)(3); and
2. Introduce for its first reading Ordinance No. 1067 entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING CHAPTERS 2.32 AND 2.36 OF TITLE 2 (ADMINISTRATION AND PERSONNEL) AND CHAPTER 12.36 OF TITLE 12 (STREETS AND SIDEWALKS) OF THE STANTON MUNICIPAL CODE TO CHANGE THE NAME OF THE STANTON PARKS AND RECREATION COMMISSION TO THE STANTON COMMUNITY SERVICES COMMISSION"; and

3. Set said ordinance for adoption at the regular City Council meeting of August 8, 2017; and
4. Adopt Resolution No. 2017-16 entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE STANTON COMMUNITY SERVICES COMMISSION'S SCHEDULED MEETING DATES".

12C. CONSIDERATION OF OVERHEAD STREET BANNER PROGRAM

The City Council has asked staff to research the details of installing overhead street banners in the City. This staff report summarizes potential locations and costs for overhead street banners.

RECOMMENDED ACTION:

1. City Council review the staff report and direct staff whether to pursue the installation of street banners at a location(s) in the City; and
2. Determine that In accordance with the requirements of the California Environmental Quality Act, the action would not be deemed to be a project per Section 15378(b)(4): ["Project" does not include] The creation of a government funding mechanism or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled:

- None.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

18. ADJOURNMENT

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

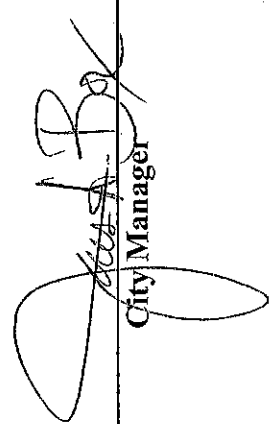
s/ Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

July 6, 2017	\$85,940.63
July 11, 2017	\$253,273.63

\$339,214.26

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

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MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING MAY 9, 2017

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:00 p.m. by Mayor Warren.

Note: Pursuant to Government Code Section 54953, Subdivision (b), this meeting will include teleconference participation by Mayor Pro Tem David J. Shawver from 10401 Oakhaven Drive, Stanton, CA 90680

2. ROLL CALL

Present: Council Member Ramirez, Mayor Pro Tem Shawver, and Mayor Warren.

Absent: None.

Excused: Council Member Donahue and Council Member Ethans.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 6:00 p.m. for discussion regarding:

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: 2

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

City of Stanton vs. GZ Café, Orange County Superior Court Case Number: 30-2016-
00836298-CU-JR-CJC

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

The meetings were called to order at 6:33 p.m. by Chairperson Warren.

The City Attorney reported that the Stanton City Council met in closed session from 6:00 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

6. ROLL CALL

Present: Agency/Authority Member Ramirez, Vice Chairman Shawver, and Chairperson Warren.

Absent: None.

Excused: Agency/Authority Member Donahue and Agency/Authority Member Ethans.

7. PLEDGE OF ALLEGIANCE

Led by Division Chief Dave Steffen, Orange County Fire Authority.

8. SPECIAL PRESENTATIONS AND AWARDS

- Monthly Spotlight – Public Works Month.

Mr. Allan Rigg, Public Works Director / City Engineer introduced himself and the members of his department staff to the City Council, provided a brief description of the duties they each perform, and provided information on their current department operations.

- Guillermo Perez
- Amanda Cruz
- Scott Jensen
- Jose Sotelo
- Steve Martin
- William Ogden
- Kevin Haro
- Brent Britton

The City Council expressed their appreciation for the dedicated and outstanding services each member of the Public Works / Engineering department contributes to the City and its residents. The City Council of the City of Stanton commends each member of the Public Works / Engineering department in supporting the community of Stanton in its continued growth, progress, and success in providing excellent public services, which attain a high quality of life for all its citizens.

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9. CONSENT CALENDAR

Mayor Warren abstained from Consent Calendar item 9C, line item 2.

Mayor Pro Tem Shawver abstained from Consent Calendar item 9C, line items 1 and 2.

Due to the lack of a quorum, Consent Calendar item 9C, line items 1 and 2 were tabled for approval at future City Council meeting.

Motion/Second: Ramirez/Shawver

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

Motion unanimously carried:

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

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated April 20, 2017 and April 27, 2017, in the amount of \$377,117.49.

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9C. APPROVAL OF MINUTES

- ~~1. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting—April 11, 2017.~~
- ~~2. City Council approve Minutes of Special Meeting—April 20, 2017.~~
3. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – April 25, 2017.

9D. ACCEPTANCE OF STANTON CENTRAL PARK CONSTRUCTION BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Stanton Central Park Construction Project has been completed in accordance with the plans and specifications. The final construction cost for the project is \$10,333,166.11. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of May 8, 2017 and recommends that the City Council accept the completed work performed on this project.

1. The City Council declared this project consistent with the Initial Study/Mitigated Negative Declaration, previously reviewed and adopted for the project on June 23, 2013; and
2. Accepted the completion of improvements for the Stanton Central Park Project and the Street and Storm Drain Improvements, as certified by the City Engineer, and affixed the date of May 8, 2017 as the date of completion of all work on this project; and
3. Approved the final construction contract amount of \$10,333,166.11 with USS Cal Builders; and
4. Directed the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Recorder of the County of Orange; and
5. Directed City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to USS Cal Builders in the amount of \$516,124.97.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS None.

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11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1066

This Ordinance was introduced at the regular City Council meeting of April 25, 2017.

Staff report by Ms. Patricia A. Vazquez, City Clerk.

Motion/Second: Ramirez/Shawver

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

Motion unanimously carried:

1. The City Clerk read the title of 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

2. 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; and

3. Adopted Ordinance No. 1066.

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11B. APPROVAL OF ORDINANCE NO. 1065

This Ordinance was introduced at the regular City Council meeting of March 28, 2017.

Staff report by Ms. Patricia A. Vazquez, City Clerk.

Mayor Pro Tem Shawver requested that the City Attorney clarify that the distribution and dispensation from commercial dispensaries remains banned per the City's current regulations, still with the repeal of Ordinance No. 1060.

Mr. Matthew E. Richardson, City Attorney responded that distribution and dispensation of marijuana from a commercial dispensary remains banned in Stanton even with this action and that there is no change in the law in regards to dispensaries with this action.

Motion/Second: Ramirez/Shawver

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1065, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REPEALING ORDINANCE NO. 1060 IN ITS ENTIRETY, REGARDING THE PERSONAL, MEDICAL, AND COMMERCIAL USE OF MARIJUANA"; and

2. The City Council finds that is not a project within the meaning of CEQA Guidelines section 15378 because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to activities that have the potential for causing a 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. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Orange in accordance with CEQA Guidelines; and
3. Adopted Ordinance No. 1065.

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12. **NEW BUSINESS** None.

13. **ORAL COMMUNICATIONS – PUBLIC** None.

14. **WRITTEN COMMUNICATIONS** None.

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

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

- Council Member Ramirez requested that Community Services Director Julie S. Roman report on upcoming Movie Night Under the Stars, Stanton Central Park Mural Showcase, and Stanton Car Show.
- Community Services Director Julie S. Roman reported on the upcoming Movie Night Under the Stars event, which is scheduled to be held on Friday, May 19, 2017 at Stanton Central Park.
- Community Services Director Julie S. Roman reported on the upcoming Stanton Central Park Mural Showcase event / celebrating "Kids to Parks" Day, which is scheduled to be held on Friday, May 19, 2017 at Stanton Central Park.
- Community Services Director Julie S. Roman reported on the upcoming 16th Annual Car Show and Kids Fair event, which is scheduled to be held on Saturday, May 13, 2017 at Stanton Park.

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

None.

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

None.

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15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF INSTALLING SPEED BUMPS NEAR HOLLENBECK PARK

At the April 25, 2017 City Council meeting, Council Member Ramirez requested that this item be agendized for discussion.

Report by Council Member Ramirez.

The City Council discussed long time concerns of residents in the neighborhood near Hollenbeck Park, regarding speeding in a residential tract, the positives and negatives of installing speed bumps / cushions / humps.

The City Council directed staff to proceed with researching implementation of traffic calming devices (speed bumps / cushions / humps) and to report staff's findings to the City Council at a future meeting.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

Mr. James A. Box, City Manager reported on the upcoming Special Public Safety Committee Meeting which will be held on Wednesday, May 10, 2017.

17A. ORANGE COUNTY FIRE AUTHORITY

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

- Division Chief Dave Steffen provided the City Council with an update on their current operations.
- Division Chief Dave Steffen reported on the Orange County Fire Authority's Open House 2017 which is scheduled to be held on May 20, 2017 at OCFA Headquarters in Irvine.
- Division Chief Dave Steffen reported on Drowning Prevention and the OCFA and Orange County Task Force on Drowning Preventions efforts.
- Mayor Pro Tem Shawver expressed his gratitude to the Orange County Fire Authority and reported on the City's Sister Station, Fire Station No. 61 and their groundbreaking ceremony, which was held on May 2, 2017.

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18. **ADJOURNMENT** Motion/Second: Warren/
Motion carried at 7:11 p.m.

MAYOR/CHAIRPERSON

ATTEST:

CITY CLERK/SECRETARY

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MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING JUNE 27, 2017

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 5:00 p.m. by Mayor Warren.

2. ROLL CALL

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

Absent: None.

Excused: Mayor Pro Tem Shawver.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 5:00 p.m. for discussion regarding:

4A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)

Number of Potential Cases: 4

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

The meetings were called to order at 6:30 p.m. by Chairperson Warren.

The City Attorney reported that the Stanton City Council met in closed session from 5:00 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

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6. ROLL CALL

Present: Agency/Authority Member Donahue, Agency/Authority Member Ethans, Agency/Authority Member Ramirez, and Chairperson Warren.

Absent: None.

Excused: Vice Chairman Shawver.

7. PLEDGE OF ALLEGIANCE

Led by Mr. Stephen M. Parker, Administrative Services Director.

8. SPECIAL PRESENTATIONS AND AWARDS

Presentation of Certificate of Recognition honoring Mr. Steven Martin and Mr. William Ogden for their dedicated and outstanding service to the residents of the City of Stanton.

9. CONSENT CALENDAR

Council Member Donahue to abstained from Consent Calendar Item 9C, line item 1.

Council Member Ethans to abstained from Consent Calendar Item 9C, line item 1.

Council Member Ramirez to abstain from Consent Calendar Item 9C, line item 2 and 3.

Due to the lack of a quorum, Consent Calendar item 9C, line item 1 was tabled for approval at a future City Council meeting.

Motion/Second: Ethans/Donahue

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Shawver)

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

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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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated June 8, 2017 and June 15, 2017, in the amount of \$266,354.97.

9C. APPROVAL OF MINUTES

1. ~~City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting — May 9, 2017.~~
2. The City Council approved Minutes of Special Meeting – June 13, 2017.
3. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – June 13, 2017.
4. The City Council approved Minutes of Special Meeting – June 22, 2017.

9D. MAY 2017 INVESTMENT REPORT

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

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

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9E. MAY 2017 INVESTMENT REPORT (SUCCESSOR AGENCY)

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

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

9F. MAY 2017 INVESTMENT REPORT (HOUSING AUTHORITY)

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

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

9G. REQUEST FROM DEFENSE INTERNATIONAL CORPORATION TO OPERATE AS PRIVATE PATROL OPERATOR LOCATED AT 22855 SUITE A, SAVI RANCH PARKWAY, YORBA LINDA, CA 92887

Defense International Corporation has submitted an application for Private Patrol Operator status. Chapter 5 of the Stanton Municipal Code requires that Detective agencies and merchant police activities require City Council approval.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Approved the application of Defense International Corporation for Private Patrol Operator status and authorized the issuance of a business license permit.

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9H. FY 2017-18 INVESTMENT POLICY

The Investment Policy for the City of Stanton provides guidelines for the prudent investment of City funds and outlines the procedures for efficient cash management. This policy is updated annually to incorporate any needed provisions or amendments necessitated by changes in state law or City investment philosophy, after which it is reviewed by the City Council. The current update expands a section that discussed monitoring and evaluating the portfolio, updates the section describing investment strategies to provide more opportunity for achieving market rates of return and makes other minor changes from the FY 2016-17 policy adopted in June 28, 2016.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment), and
2. The City Council approved the FY 2017-18 Investment Policy as presented.

9I. RESOLUTION DIRECTING THE AUDITOR OF THE COUNTY OF ORANGE TO ADD THE PROTECTIVE SERVICES TAX TO THE 2017-2018 TAX ROLL

On August 6, 1985, the voters of Stanton adopted an initiative measure establishing a Protective Services Tax. Each year the City Council must adopt a Resolution directing the Auditor Controller to place this assessment on the tax rolls.

1. The Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopted Resolution No. 2017-21 directing the County Auditor Controller to place the Protective Services Tax on the 2017-2018 Tax Roll, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DIRECTING THE AUDITOR-CONTROLLER OF THE COUNTY OF ORANGE TO ADD THE PROTECTIVE SERVICES TAX TO THE 2017-2018 TAX ROLL".

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9J. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING FINAL TRACT MAP NO. 17986

The final tract map for the development of eleven (11) single-family detached condominiums with four (4) parking spaces per unit, plus guest parking, open space and a private street on a 48,500 square foot site located at 8111 Catherine Avenue is submitted for final certification and recordation.

1. The City Council declared that this project is categorically exempt pursuant to the California Environmental Quality Act (CEQA), Section 15332, Class 32 (In -fill Development Projects); and
2. Adopted Resolution No. 2017-27 approving final Tract Map No. 17986, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING FINAL TRACT MAP NO. 17986 FOR THE PROPERTY LOCATED AT 8111 CATHERINE AVENUE”; and
3. Finds that the recordation of Tract Map No. 17986 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
5. Directed the City Clerk to endorse on the face of the map of Tract Map No. 17986, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

END OF CONSENT CALENDAR

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10. PUBLIC HEARINGS

10A. PUBLIC HEARING RELATIVE TO THE ANNUAL LEVY OF ASSESSMENTS FOR THE INSTALLATION, MAINTENANCE, AND SERVICING OF PUBLIC LIGHTING FACILITIES AND MEDIAN ISLANDS WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2017-2018 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

On June 13, 2017, the City Council adopted Resolution No. 2017-17, approving the Engineers report, and Resolution No. 2017-18, declaring its intention to levy and collect the annual assessments for installation, maintenance and servicing of Lighting and Landscaping District No. 1 for Fiscal Year 2017-2018 pursuant to the Landscaping and Lighting Act of 1972. This is the time and date scheduled to conduct the Public Hearing concerning the annual levy of assessments of the District, the extent of the District, the improvements and the proposed assessments and all other matters pertaining thereto.

Staff report by Mr. Stephen M. Parker, Administrative Services Director.

The public hearing was opened.

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

Motion/Second: Ramirez/Ethans

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Shawver)

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Conducted the required public hearing concerning the annual levy of assessments for the District, the extent of the District, the improvements and the proposed assessments and all other matters pertaining thereto; and
3. Adopted Resolution No. 2017-20, confirming the assessments for installation, maintenance, and servicing of lighting and landscaping within the boundaries of the territory included in the Stanton Lighting and Landscaping District No. 1, for fiscal year 2017-2018, entitled:

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"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA CONFIRMING THE ASSESSMENTS FOR INSTALLATION, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2017-2018".

10B. PUBLIC HEARING -- INTRODUCTION OF ORDINANCE ESTABLISHING RATES FOR ANNUAL SEWER SERVICE CHARGES FOR SEWER SERVICES

On March 1, 1988, the City of Stanton assumed operation and maintenance of sanitary sewer system improvements within its jurisdictional boundary under Orange County Reorganization No. 88. In order to provide sufficient revenue for the operation of the Stanton Sewer Department the City Council must annually adopt an ordinance to establish an Annual Sewer Service Charge for sewer services for each fiscal year.

The City has recently completed an Annual Report sewer rate study which was preliminarily approved by the City Council at their meeting on June 13, 2017. Since the report included a change in the methodology used to calculate the Annual Sewer Service Charge for non-residential parcels, the City was required to comply with the requirements of Article XIID, Section 6 which requires that the City conduct a public hearing on the proposed rate structure not less than 45 days after mailing a notice of the proposed change to each parcel.

Staff report by Mr. Stephen M. Parker, Administrative Services Director.

The public hearing was opened.

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

Motion/Second: Ethans/Ramirez

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

Motion unanimously carried:

1. The City Council opened the public hearing to receive public comment regarding a revised Sewer User Fee rate, which maintains a two percent reduction from the fiscal year 2014-2015 Sewer User Fee unit rate for residential properties and adjusts the methodology used to calculate the Annual Sewer Charge for non-residential properties to be based on land use and building area rather than parcel size until such time as the sewer rates are otherwise revised by a subsequent ordinance of the City Council; and

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2. Declared that the proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and
3. Approved the Fiscal Year 2017-2018 Preliminary User Charge Roll for levying of the Annual Sewer Service Charge (on file in the City Clerk's office); and
4. Introduced Ordinance No. 1068 entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING RATES FOR THE ANNUAL SEWER SERVICE CHARGE FOR SEWER SERVICES"; and

5. Set said ordinance and public hearing thereon for adoption at the regular City Council meeting of August 8, 2017.

Ms. Patricia A. Vazquez, City Clerk reported that at the request of the applicants public hearing items 10C, 10D, 10E, and 10F will be continued to the next regularly scheduled City Council meeting of July 11, 2017.

~~10C. APPEAL OF PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-03 TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 7013 KATELLA AVENUE, #B IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY VAN VAN LE~~

~~This is an appeal of the Planning Commission's decision to deny the continued operation of a massage establishment from the subject property due to violations of Stanton Municipal Code Section 20.400.190 related to Massage Establishments.~~

RECOMMENDED ACTION:

- ~~1. City Council hold a public hearing; and~~
- ~~2. Find that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act, Section 15301 (Existing Facilities) because the project involves an existing massage establishment with negligible or no expansion of the existing use; and~~
- ~~3. Consider Resolution No. 2017-29 upholding the Planning Commission's denial of Conditional Use Permit C16-03 and denying the Applicant's appeal, entitled:~~

~~"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-03, A REQUEST TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE~~

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~~PROPERTY LOCATED AT 7013 KATELLA AVE. #B IN THE CG (COMMERCIAL GENERAL) ZONE AND DENYING THE APPLICANT'S APPEAL".~~

~~10D. APPEAL OF PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-13 TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 11855 BEACH BOULEVARD IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY VAN HO~~

~~This is an appeal of the Planning Commission's decision to deny the continued operation of a massage establishment from the subject property due to violations of Stanton Municipal Code Section 20.400.190 related to Massage Establishments.~~

~~RECOMMENDED ACTION:~~

- ~~1. City Council hold a public hearing; and~~
- ~~2. Find that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act, Section 15301 (Existing Facilities) because the project involves an existing massage establishment with negligible or no expansion of the existing use; and~~
- ~~3. Consider Resolution No. 2017-30 upholding the Planning Commission's denial of Conditional Use Permit C16-13 and denying the Applicant's appeal, entitled:~~

~~"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-13, A REQUEST TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 11855 BEACH BOULEVARD IN THE CG (COMMERCIAL GENERAL) ZONE".~~

~~10E. APPEAL OF PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-16 TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 12108-12110 BEACH BOULEVARD IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY ANH THU HUYNH PHU~~

~~This is an appeal of the Planning Commission's decision to deny the continued operation of a massage establishment from the subject property due to violations of Stanton Municipal Code Section 20.400.190 related to Massage Establishments.~~

~~RECOMMENDED ACTION:~~

- ~~1. City Council hold a public hearing; and~~
- ~~2. Find that the project, as conditioned hereby, is categorically exempt from environmental~~

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~~review under the California Environmental Quality Act, Section 15301 (Existing Facilities) because the project involves an existing massage establishment with negligible or no expansion of the existing use; and~~

- ~~3. Consider Resolution No. 2017-28 upholding the Planning Commission's denial of Conditional Use Permit C16-16 and deny the Applicant's appeal, entitled:~~

~~**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-16 AND DENYING THE APPEAL, A REQUEST TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 12108-12110 BEACH BOULEVARD IN THE CG (COMMERCIAL GENERAL) ZONE".**~~

~~10F. APPEAL OF PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-22 TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 10450 BEACH BOULEVARD #115 IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY TRUC SU~~

~~This is an appeal of the Planning Commission's decision to deny the continued operation of a massage establishment from the subject property due to violations of Stanton Municipal Code Section 20.400.190 related to Massage Establishments.~~

RECOMMENDED ACTION:

- ~~1. City Council hold a public hearing; and~~
- ~~2. Find that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act, Section 15301 (Existing Facilities) because the project involves an existing massage establishment with negligible or no expansion of the existing use; and~~
- ~~3. Consider Resolution No. 2017-31 upholding the Planning Commission's denial of Conditional Use Permit C16-22 and deny the Applicant's appeal, entitled:~~

~~**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-22, A REQUEST TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 10450 BEACH BOULEVARD #115 IN THE CG (COMMERCIAL GENERAL) ZONE".**~~

11. UNFINISHED BUSINESS None.

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12. NEW BUSINESS

12A. FY 2017-2018 BUDGET ADOPTION FOR THE CITY OF STANTON AND STANTON HOUSING AUTHORITY

On June 13, 2017 City Council was presented the City Manager's Proposed Fiscal Year 2017-2018 Budget. For all funds, the budget includes \$27.33 million in revenues, \$25.92 million in appropriations, and a capital budget of \$3.35 million for FY 2017-18, with a balanced budget of \$20.82 million in revenues, \$21.08 million in appropriations and \$488,000 in net transfers in for the General Fund in FY 17/18.

Staff report by Mr. Stephen M. Parker, Administrative Services Director.

Motion/Second: Ramirez/Donahue
Motion unanimously carried by the following vote:

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

1. The City Council/Housing Authority Board finds that these items are 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(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. The City Council adopted Resolution No. 2017-22 authorizing the City Treasurer safekeeping and investment authority, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE CITY TREASURER TO DEPOSIT FUNDS FOR SAFEKEEPING AND INVESTMENT AND AUTHORIZING WITHDRAWAL OF FUNDS FROM DEPOSITORIES"; and

3. The City Council adopted Resolution No. 2017-23 establishing the Appropriations Limit for Fiscal Year 2017-18, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2017-18"; and

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4. The Authority Board adopted Resolution No. SHA 2017-01 adopting the Fiscal Year 2017-2018 Housing Authority Budget, entitled:

"A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR 2017-2018"; and

5. The City Council adopted Resolution No. 2017-24 adopting the Fiscal Year 2017-2018 Operating and Capital Budget, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR 2017-18"; and

6. The City Council adopted Resolution No. 2017-25 amending the Position Classification Manual, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE POSITION CLASSIFICATION MANUAL".

12B. PUBLIC SAFETY SERVICES DIRECTOR EMPLOYMENT AGREEMENT

For consideration is the employment agreement with James J. Wren for Public Safety Services Director.

Staff report by Mr. Matthew E. Richardson, City Attorney.

Motion/Second: Ethans/Ramirez

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Shawver)

1. The City Council finds 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. Authorized the City Manager to execute employment agreement on behalf of the City Council with James J. Wren.

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12C. REVIEW AND INTENTION TO AMEND THE CITY'S CONFLICT OF INTEREST CODE

The City Council adopted an amended Conflict of Interest Code by Resolution dated August 25, 2015. Subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code.

Staff report by Ms. Patricia A. Vazquez, City Clerk.

Motion/Second: Donahue/Ethans

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Shawver)

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved Resolution No. 2017-26 entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING A CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974".

13. ORAL COMMUNICATIONS – PUBLIC

- Mr. Victor Barrios, Resident, expressed his gratitude to the City in working with the Hollenbeck neighborhood with various resident concerns, such as the reopening of Hollenbeck Park, designated time area in front of Hollenbeck Park, installation of new stop signs, permit parking, and increased in police patrol.
- The City Council expressed their gratitude to Mr. Barrios in his effort in assisting the City with the re-opening / maintenance of Hollenbeck Park.

14. WRITTEN COMMUNICATIONS None.

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

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

None.

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

Council Member Ramirez requested an update regarding the potential installation of "speed bumps" in the Hollenbeck Park neighborhood.

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

None.

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING STREET OVERHEAD SIGNAGE ADVERTISING CITY EVENTS

At the June 13, 2017 City Council meeting, Mayor Warren requested that this item be agendaized for discussion.

Report by Mayor Warren.

Presentation by Mr. Allan Rigg, Public Works Director / City Engineer.

The City Council discussed the costs to produce banners, installation costs, and the types of poles needed for this type of signage.

The City Council directed staff to proceed with researching implementation of overhead street signage, provide a cost analysis, and to report staff's findings to the City Council at a future meeting.

15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF DESIGNATING A SAFE TRANSACTION ZONE IN FRONT OF THE ORANGE COUNTY SHERIFF'S DEPARTMENT BUILDING

At the June 13, 2017 City Council meeting, Mayor Warren requested that this item be agendaized for discussion.

Report by Mayor Warren.

The City Council discussed the potential increased liability to the City.

The City Council directed staff to proceed with researching implementation designated a safe transaction zone, and to report staff's findings to the City Council at a future meeting.

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Due to the excused absence of Mayor Pro Tem Shawver, this item was tabled for discussion at the next regularly scheduled City Council meeting on July 11, 2017.

~~15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF MODELING THE NEIGHBORHOOD LEADERSHIP PROGRAM FOR A STANTON BUSINESS LEADERSHIP PROGRAM TO INCORPORATE THE CITY'S BUSINESSES AND OBTAIN A STRONG LOCAL BUSINESS REPRESENTATION~~

~~At the June 13, 2017 City Council meeting, Mayor Pro Tem Shawver requested that this item be agendaized for discussion.~~

~~RECOMMENDED ACTION:~~

~~City Council provide direction to staff.~~

Due to the excused absence of Mayor Pro Tem Shawver, this item was tabled for discussion at the next regularly scheduled City Council meeting on July 11, 2017.

~~15G. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CREATING A PROGRAM TO PROVIDE LOCAL BIDDERS, LOCAL PREFERENCE WHEN THE CITY GOES OUT TO BID FOR PROJECTS~~

~~At the June 13, 2017 City Council meeting, Mayor Pro Tem Shawver requested that this item be agendaized for discussion.~~

~~RECOMMENDED ACTION:~~

~~City Council provide direction to staff.~~

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

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.

- Sergeant Margie Sheehan provided the City Council with an update on their current operations.

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18. **ADJOURNMENT** in memory and honor of Mr. Robert "Bob" Henry
Motion/Second: Warren/
Motion carried at 7:05 p.m.

MAYOR/CHAIRPERSON

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING JULY 11, 2017

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:00 p.m. by Mayor Warren.

2. ROLL CALL

Present: Council Member Ethans, Mayor Pro Tem Shawver, and Mayor Warren.

Absent: None.

Excused: Council Member Donahue and Council Member Ramirez.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 6:00 p.m. for discussion regarding:

4A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)

Number of Potential Cases: 5

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

The meetings were called to order at 6:34 p.m. by Chairperson Warren.

The City Attorney reported that the Stanton City Council met in closed session from 6:00 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

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6. ROLL CALL

Present: Agency/Authority Member Ethans, Vice Chairman Shawver, and Chairperson Warren.

Absent: None.

Excused: Agency/Authority Member Donahue and Agency/Authority Member Ramirez.

7. PLEDGE OF ALLEGIANCE

Led by Ms. Nancy Heitman, Parks and Recreation Commissioner.

8. SPECIAL PRESENTATIONS AND AWARDS

8A. Presentation by Orange County District Attorney Tony Rackauckas sharing their mission with the City Council and providing information on their current efforts to combat human exploitation and trafficking in Orange County.

- Mr. Bradley Schoenleben, Orange County Deputy District Attorney, detailed the Orange County District Attorney's offices efforts in combating human exploitation and trafficking in Orange County.

8B. Presentation by Ms. Carolyn Emery, Executive Officer, Orange County Local Agency Formation Commission (LAFCO); sharing their mission with the City Council, providing information on their current operations, and spoke in detail as to which remaining islands were within the City's sphere of influence.

- The City Council questioned LAFCO regarding if the County would provide any funding to assist in offsetting the cost of incorporating the aforementioned islands, when LAFCO last updated their sphere of influence study, and questioned if LAFCO would be making this same presentation to the other surrounding City's near Stanton.

8C. The City Council declared the month of July 2017 as Park and Recreation Month in the City of Stanton (Monthly Spotlight).

- Ms. Jessica Cedillo, Resident spoke regarding the impact that the City of Stanton and its parks and youth programs has had in her life.
- Ms. Malaria Cedillo, Resident spoke regarding the benefits that the City of Stanton and its parks and youth programs.
- The City Council presented a proclamation declaring July 2017 as Parks and Recreation Month to Parks and Recreation Commissioners Ms. Beverly Henry, Ms. Nancy Heitman, Mr. Greg Himes, Mr. John Warren, and Mr. Victor Barrios.
- The City Council expressed their gratitude to the Parks and Recreation Commission, staff, and residents for their dedicated and outstanding services to the Stanton community.

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9. CONSENT CALENDAR

Mayor Pro Tem Shawver requested to pull consent calendar item 9C for separate discussion.

Motion/Second: Ethans/Shawver

Motion unanimously carried by the following vote:

AYES: 3 (Ethans, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: 2 (Donahue and Ramirez)

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

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated June 22, 2017 and June 29, 2017, in the amount of \$395,152.40.

END OF CONSENT CALENDAR

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9C. AWARD OF CONSTRUCTION CONTRACT FOR THE THUNDERBIRD LANE SEWER AND STREET IMPROVEMENTS PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The seven bids for the Thunderbird Lane Sewer and Street Improvements Project was opened on June 15, 2017. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by Beador Construction Company Inc. to be responsible and responsive.

The construction cost for the Thunderbird Lane Sewer and Street Improvements Project is estimated at \$621,300.00, which includes a 10-percent contingency and 10-percent for construction management services.

Staff report by Mr. Allan Rigg, Public Works Director / City Engineer.

Motion/Second: Shawver/Ethans
Motion unanimously carried by the following vote:

AYES: 3 (Ethans, Shawver, and Warren)
NOES: None
ABSTAIN: None
ABSENT: 2 (Donahue and Ramirez)

1. The City Council approved the plans and specifications for the Thunderbird Lane Sewer and Street Improvements Project; and
2. Approved Budget Adjustment No. 2018-01 to appropriate \$200,000 to the Sewer Improvements account of the Sewer Maintenance Fund for this project; and
3. Awarded a construction contract for the Thunderbird Lane Sewer and Street Improvements Project to the lowest responsible bidder, Beador Construction Company Inc., for the amount of \$517,700.00; and
4. Authorized the City Manager to bind the City of Stanton and Beador Construction Company Inc. in a contract for the construction of the Thunderbird Lane Sewer and Street Improvements Project; and
5. Declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
6. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

DRAFT

10. PUBLIC HEARINGS

Ms. Patricia A. Vazquez, City Clerk reported that at the request of the applicant, public hearing item 10A will be continued to the next regularly scheduled City Council meeting of July 25, 2017.

Motion/Second: Ethans/Warren
Motion unanimously carried by the following vote:

AYES: 2 (Ethans and Warren)
NOES: 1 (Shawver)
ABSTAIN: None
ABSENT: 2 (Donahue and Ramirez)

~~10A. APPEAL OF TO THE CITY COUNCIL TO MODIFY A CERTAIN CONDITION IN RESOLUTION NO. 2430 FOR CONDITIONAL USE PERMIT C17-02 ADOPTED BY THE PLANNING COMMISSION, TO ALLOW FOR THE SALE OF SINGLE SERVE BEER CONTAINERS IN CONJUNCTION WITH THE OPERATION OF A MINI-MART WITH THE SALE OF BEER, WINE AND SPIRITS FOR THE PROPERTY LOCATED AT 10480 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY AVTAR SINGH~~

~~This is an appeal of the Planning Commission decision to the City Council to modify a certain condition of approval for Conditional Use Permit C17-02 to allow for the sale of single serve beer containers in conjunction with the operation of a mini-mart with the sale of beer, wine and spirits for the property located at 10480 Beach Boulevard.~~

~~RECOMMENDED ACTION:~~

- ~~1. City Council conduct a public hearing; and~~
- ~~2. Declare that the project is categorically exempt per the California Environmental Quality Act (CEQA), under Section 15301 (Existing Facilities); and~~
- ~~3. Either uphold the Planning Commission decision to not allow the sale of single serve beer containers and deny the appeal; or reverse the Planning Commission decision and allow the sale of single serve beer containers and grant the appeal; and~~
- ~~4. Direct staff to draft a Resolution memorializing the City Council decision.~~

DRAFT

Ms. Patricia A. Vazquez, City Clerk reported that at the request of the applicants public hearing items 10B, 10C, 10D, and 10E will be continued to a date uncertain.

Motion/Second: Ethans/Warren
Motion unanimously carried by the following vote:

AYES: 2 (Ethans and Warren)
NOES: 1 (Shawver)
ABSTAIN: None
ABSENT: 2 (Donahue and Ramirez)

~~10B. APPEAL OF PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-03 TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 7013 KATELLA AVENUE, #B IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY VAN VAN LE~~

~~This is an appeal of the Planning Commission's decision to deny the continued operation of a massage establishment from the subject property due to violations of Stanton Municipal Code Section 20.400.190 related to Massage Establishments.~~

~~RECOMMENDED ACTION:~~

- ~~1. City Council hold a public hearing; and~~
- ~~2. Find that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act, Section 15301 (Existing Facilities) because the project involves an existing massage establishment with negligible or no expansion of the existing use; and~~
- ~~3. Consider Resolution No. 2017-29 upholding the Planning Commission's denial of Conditional Use Permit C16-03 and denying the Applicant's appeal, entitled:~~

~~"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-03, A REQUEST TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 7013 KATELLA AVE. #B IN THE CG (COMMERCIAL GENERAL) ZONE AND DENYING THE APPLICANT'S APPEAL".~~

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~~10C. APPEAL OF PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-13 TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 11855 BEACH BOULEVARD IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY VAN HO~~

~~This is an appeal of the Planning Commission's decision to deny the continued operation of a massage establishment from the subject property due to violations of Stanton Municipal Code Section 20.400.190 related to Massage Establishments.~~

~~RECOMMENDED ACTION:~~

- ~~1. City Council hold a public hearing; and~~
- ~~2. Find that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act, Section 15301 (Existing Facilities) because the project involves an existing massage establishment with negligible or no expansion of the existing use; and~~
- ~~3. Consider Resolution No. 2017-30 upholding the Planning Commission's denial of Conditional Use Permit C16-13 and denying the Applicant's appeal, entitled:~~

~~"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-13, A REQUEST TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 11855 BEACH BOULEVARD IN THE CG (COMMERCIAL GENERAL) ZONE".~~

~~10D. APPEAL OF PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-16 TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 12108-12110 BEACH BOULEVARD IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY ANH THU HUYNH PHU~~

~~This is an appeal of the Planning Commission's decision to deny the continued operation of a massage establishment from the subject property due to violations of Stanton Municipal Code Section 20.400.190 related to Massage Establishments.~~

~~RECOMMENDED ACTION:~~

- ~~1. City Council hold a public hearing; and~~
- ~~2. Find that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act, Section 15301 (Existing Facilities) because the project involves an existing massage establishment with negligible or no expansion of the existing use; and~~

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3. ~~Consider Resolution No. 2017-28 upholding the Planning Commission's denial of Conditional Use Permit C16-16 and deny the Applicant's appeal, entitled:~~

~~"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-16 AND DENYING THE APPEAL, A REQUEST TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 12108-12110 BEACH BOULEVARD IN THE CG (COMMERCIAL GENERAL) ZONE".~~

~~10E. APPEAL OF PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-22 TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 10450 BEACH BOULEVARD #115 IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY TRUC SU~~

~~This is an appeal of the Planning Commission's decision to deny the continued operation of a massage establishment from the subject property due to violations of Stanton Municipal Code Section 20.400.190 related to Massage Establishments.~~

~~RECOMMENDED ACTION:~~

- ~~1. City Council hold a public hearing; and~~
- ~~2. Find that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act, Section 15301 (Existing Facilities) because the project involves an existing massage establishment with negligible or no expansion of the existing use; and~~
- ~~3. Consider Resolution No. 2017-31 upholding the Planning Commission's denial of Conditional Use Permit C16-22 and deny the Applicant's appeal, entitled:~~

~~"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C16-22, A REQUEST TO ALLOW FOR CONTINUED OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 10450 BEACH BOULEVARD #115 IN THE CG (COMMERCIAL GENERAL) ZONE".~~

DRAFT

11. **UNFINISHED BUSINESS** None.

12. **NEW BUSINESS**

12A. **RESOLUTION TO TRANSITION TO DISTRICT ELECTIONS**

The City is considering transitioning to by-district elections. The first step in transitioning to district-based elections is adoption of a resolution of intention. Staff has prepared a resolution of intention to transition from at-large to district-based elections pursuant to Government Code Section 34871 and Election Code Section 10010 for the 2018 general municipal election. The purpose of this report is to present the resolution for Council consideration.

Staff report by Mr. Matthew E. Richardson, City Attorney.

Motion/Second: Ethans/Warren

Motion unanimously carried by the following vote:

AYES: 2 (Ethans and Warren)

NOES: 1 (Shawver)

ABSTAIN: None

ABSENT: 2 (Donahue and Ramirez)

1. The City Council discussed the proposed Resolution to Transition to District Elections, Resolution No. 2017-32; and
2. Declared that the project is not subject to the California Environmental Quality Act ("CEQA") under 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. Moreover, this Ordinance is statutorily exempt from further CEQA review under Section 15262 (feasibility and planning studies); and

3. The City Council adopted Resolution No. 2017-32, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS PURSUANT TO CALIFORNIA ELECTION CODE SECTION 10010(e)(3)(A)".

DRAFT

13. ORAL COMMUNICATIONS – PUBLIC

- Mr. Norris, Resident, spoke regarding his journey into his master's program, specializing in criminal justice, cyber crime, and technology and reported that he is currently working on creating a program to teach computers how to understand a human being and judge a person's character, to eventually apply that technology to help build the City's public safety infrastructure.
- Mr. John Warren, Resident, welcomed Mr. James J. Wren newly appointed Public Safety Services Director to the City of Stanton.
- Mr. John Warren, Resident, spoke regarding district elections and suggested that the City mirror the City of Anaheim in regards to having a mixed district, with an at large mayor.
- Mr. Victor Barrios, Resident, spoke in opposition to district elections.
- Mr. Kevin Carr, Resident spoke in favor of district elections with no at large mayor.

14. WRITTEN COMMUNICATIONS None.

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

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

- Council Member Ethans reported on the Orange County Vector Control District's West Nile Virus and Zika Virus alerts and cases within the City and County of Orange.
- Mayor Warren reported on the Fourth of July Block Party, which was held at the Stanton Community Services Center on July 4, 2017.

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

None.

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

None.

DRAFT

15D. LAFCO COUNTY ISLAND REPORT

This is a report on the three remaining County unincorporated islands located within the City's Sphere of Influence. The report details the anticipated revenues from property and sales tax, costs for maintenance and services, open code enforcement cases, and road conditions.

Staff report by Ms. Kelly Hart, Community and Economic Development Director.

The City Council questioned the total acreage being proposed, the condition of the County sewer system, if any utility structures were scheduled to be upgraded, and the costs associated with incorporating the proposed County islands.

1. The City Council received and filed the report; and
2. Directed staff to meet with LAFCO and proceed with further research of incorporating the proposed islands, provide a cost analysis, and to report staff's findings to the City Council at a future meeting.

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

At the March 28, 2017 City Council meeting, the City Council directed staff to proceed with researching implementation of a Graffiti App, provide a cost analysis, and to report staff's findings to the City Council at a future meeting.

Staff report by Mr. Allan Rigg, Public Works Director / City Engineer.

Presentation by Mr. Steve Martin, Facilities Maintenance Worker II.

The City Council questioned if the graffiti app could eventually be expanded to include public safety and to promote existing Orange County Fire Authority and Orange County Sheriff's Department apps.

1. The City Council received and filed the report; and
2. Directed staff to proceed with implementation of the Graffiti Reporting app.

DRAFT

15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF MODELING THE NEIGHBORHOOD LEADERSHIP PROGRAM FOR A STANTON BUSINESS LEADERSHIP PROGRAM TO INCORPORATE THE CITY'S BUSINESSES AND OBTAIN A STRONG LOCAL BUSINESS REPRESENTATION

At the June 13, 2017 City Council meeting, Mayor Pro Tem Shawver requested that this item be agendaized for discussion.

Presentation by Ms. Kelly Hart, Community and Economic Development Director

1. The City Council received and filed the report; and
2. Directed staff to proceed with further research and to report staff's findings to the City Council at a future meeting.

15G. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CREATING A PROGRAM TO PROVIDE LOCAL BIDDERS, LOCAL PREFERENCE WHEN THE CITY GOES OUT TO BID FOR PROJECTS

At the June 13, 2017 City Council meeting, Mayor Pro Tem Shawver requested that this item be agendaized for discussion.

Presentation by Mr. Stephen M. Parker, Administrative Services Director.

1. The City Council received and filed the report; and
2. Directed staff to proceed with further research and to report staff's findings to the City Council at a future meeting.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Mr. James A. Box, City Manager, introduced the City's new Public Safety Services Director Mr. James J. Wren to the City Council.
- Mr. James J. Wren, Public Safety Services Director, made a brief introduction about himself to the City Council.

DRAFT

17A. ORANGE COUNTY FIRE AUTHORITY

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

- Division Chief Dave Steffen provided the City Council with an update on their current operations.

18. ADJOURNMENT Motion/Second: Warren/ Motion carried at 8:19 p.m.

MAYOR/CHAIRPERSON

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: July 25, 2017

SUBJECT: JUNE 2017 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of June 30, 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 June 2017.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of June 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 June 2017 was 0.98%. The City's other investments are shown on Attachment B and have a weighted investment yield of 1.68%, consisting of a weighted investment yield of 1.46% for investments that have safekeeping with US Bank (and purchased by Chandler Asset Management), and a weighted investment yield of 2.07% 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 1.47%, which exceeds the benchmark LAIF return of 0.98%.

The weighted average maturity of the City's investments at June 30, 2017 is 1,020 days, consisting of a weighted average maturity of 962 days for the for investments that have safekeeping with US Bank (and purchased by Chandler Asset Management) and a weighted average maturity of 1,020 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 675 days. LAIF's average maturity on June 30, 2017 was approximately 194 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 \$7.8 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

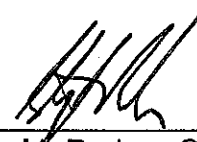
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



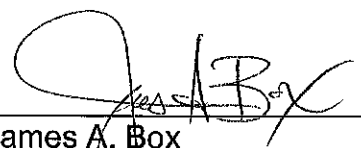
Andrea Raez Aristondo
Administrative Services Intern

Concurred By:



Stephen M. Parker, CPA
Administrative Services Director

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
6/31/2017

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	0.98%	\$ 8,629,090	\$ 8,629,090	33.22%	\$ 8,629,091	LAIF
Investments ²	Various	Various	Various	\$ 9,670,250	9,568,000	36.84%	9,445,992	US Bank
Investments	Various	Various	Various	\$ 7,762,000	7,777,484	29.94%	7,772,702	Bank of the West
Subtotal - Investments					\$ 25,974,574	100.00%	\$ 25,847,786	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ (439,564)		\$ (439,564)	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$186,061	186,061		186,061	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	111,565		111,565	Bank of the West
Subtotal - Deposits					\$ (141,939)		\$ (141,939)	

Total Cash Investments and Deposits ³

705	1.47%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 25,832,636

\$ 25,705,847

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
JUNE 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
State Treasurer's Pool	Local Agency Investment Fund (LAIF)		0.98%				7/1/2017	NC	8,629,090	8,629,090	8,629,091	33.07%	100%
SAFEKEEPING WITH BANK OF THE WEST													
Negotiable Certificates of Deposit:													
Multi-Bank Securities, Inc.	Live Oak Banking Company	538036CN2	2.00%	2.000%	100	03/08/17	04/06/21	NC	249,000	249,000	249,316		
First Empire Securities	Medallion Bank	58403B6F8	1.80%	1.800%	100	03/21/17	04/07/20	NC	249,000	249,000	249,690		
Multi-Bank Securities, Inc.	BMW Bank	05580AG01	1.95%	1.950%	100	03/10/17	03/10/21	NC	248,000	248,000	248,340		
Multi-Bank Securities, Inc.	State Bank of India	8562846V1	2.35%	2.350%	100	03/14/17	03/14/22	NC	248,000	248,000	249,907		
First Empire Securities	Capital One Bank USA	140420Z52	2.35%	2.350%	100	03/15/17	03/15/21	NC	248,000	248,000	249,857		
First Empire Securities	Wells Fargo Bank, NA	949763F04	2.10%	2.100%	100	03/15/17	03/15/21	NC	249,000	249,000	249,087		
First Empire Securities	Ally Bank	02006L Y72	1.75%	1.750%	100	03/16/17	03/16/22	NC	248,000	248,000	248,047		
Cantella & Co., Inc	JP Morgan Chase Bank NA	48128XD63	2.35%	2.350%	100	03/16/17	03/16/22	3/16/2018	249,000	249,000	250,915		
First Empire Securities	Landmark Bank	510506VCA9	2.10%	2.100%	100	03/29/17	03/29/21	9/29/2017	248,000	248,000	248,615		
First Empire Securities	BMO Harris, NA	05581WNK7	2.00%	Variable	100	03/29/17	03/29/22	9/29/2017	248,000	248,000	248,556		
Cantella & Co., Inc	Webbank	947547JN6	1.85%	1.850%	100	03/30/17	03/30/21	8/30/2017	249,000	249,000	249,174		
Cantella & Co., Inc	American Express	02587CELO	2.20%	2.200%	100	04/27/17	05/03/21	NC	247,000	247,000	247,484		
Multi-Bank Securities, Inc.	Direct Federal Credit Union	25460FAQ9	1.75%	1.750%	100	05/15/17	02/24/20	NC	249,000	249,000	249,112		
Cantella & Co., Inc	Synchrony Bank	8716SELE98	2.40%	2.400%	100	05/17/17	05/19/22	NC	247,000	247,000	248,909		
First Empire Securities	Comerity Bank	20033AUB0	2.35%	2.350%	100	05/18/17	05/31/22	NC	249,000	249,000	250,252		
First Empire Securities	Numerica Credit Union	67054NAP0	2.00%	2.000%	100	05/25/17	11/30/22	NC	249,000	249,000	250,116		
First Empire Securities	American Eagle Bank	02554BCN9	2.10%	2.100%	100	06/06/17	05/23/22	NC	150,000	150,000	149,060		
First Empire Securities	First Bank of Highland Park	319287GC8	1.80%	1.800%	100	06/06/17	11/23/20	NC	247,000	247,000	246,501		
Cantella & Co., Inc	First Bank of Highland Park	319141GL5	2.10%	2.100%	100	6/13/2017	6/21/2022	NC	247,000	247,000	245,152		
Cantella & Co., Inc	Goldman Sachs Bank USA	38148PKX4	2.350%	2.350%	100	6/15/2017	6/21/2022	NC	247,000	247,000	248,047		
Cantella & Co., Inc	Comerity Capital Bank	20033AUK0	2.00%	2.000%	100	6/21/2017	6/30/2017	NC	249,000	249,000	250,468		
Multi-Bank Securities, Inc.	Generations Community Fed Credit	37148LABA	1.650%	1.650%	100	6/15/2017	6/28/2019	NC	249,000	249,000	249,158		
Multi-Bank Securities, Inc.	The Park National Bank	700654AY2	1.95%	1.950%	100	03/30/17	09/30/20	NC	249,000	249,000	248,891		
									5,612,000	5,612,000	5,625,726	21.51%	30%
U.S. Government Agency Securities:													
Cantella & Co., Inc	FHLMC	3134GA4V3	1.75%	Variable	100	03/09/17	02/28/22	8/28/2017	250,000	250,000	248,938		
Cantella & Co., Inc	FHLB	3130AAWIM6	2.00%	Variable	100	03/29/17	03/29/22	9/29/2017	500,000	500,000	500,155		
									750,000	750,000	749,093	2.87%	100%
Municipal Bonds													
First Empire Securities	Riverside CA Pension Obligation Bond	769036B89	2.250%	2.500%	100.16	6/20/2017	6/1/2022	NC	500,000	503,000	498,535		
	Los Angeles County CA Redevelopment Refunding Auth. Tax Allocation Taxable												
	West Covina Series B	54465AHP0	2.080%	2.500%	101.671	6/21/2017	9/1/2021	NC	400,000	408,684	398,624		
Cantella & Co., Inc	Pomona CA Public Financing Authority												
Multi-Bank Securities, Inc.	Lease Bond	73208MCCX4	2.248%	2.416%	100.6	8/23/2017	4/1/2021	NC	500,000	505,800	498,725		
									1,400,000	1,415,484	1,397,884	5.43%	100%
Subtotal Bank of the West Investments									7,762,000	7,777,484	7,772,702		
Prior Year Adjustment GASB 31									0	0	0		
Investments Held With Bank of the West									7,762,000	7,777,484	7,772,702		
Cash Equivalents													
Chandler Asset Management	First American Government Obligation	31948V203							188,249	188,249	188,249	0.72%	100%
Commercial Paper:													
Chandler Asset Management	Bank of Tokyo Mitsubishi NY	06538BVH3	1.272%	1.250%	99.66	5/11/2017	8/17/2017		200,000	199,319	199,662		
									200,000	199,319	199,662	0.76%	10%
Negotiable Certificates of Deposit:													

1,090 days
WAM

2.07%
Weighted
Average
Yield

SAFEKEEPING WITH US BANK

**CITY OF STANTON
INVESTMENTS
JUNE 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
Multi-Bank Securities	CD - Sallie Mae Bank	765450PJ8	1.60%	1.600%	100	10/01/12	09/19/17	NC	100,000	100,000	100,153		
Multi-Bank Securities	CD - American Express	02587DLD8	1.55%	1.550%	100	10/04/12	10/04/17	NC	100,000	248,389	248,389		
Multi-Bank Securities	CD - Charles Schwab Corp	80851QDA9	1.25%	6.375%	101,209	05/10/17	09/01/17	NC	125,000	126,875	125,943		
Time Value Investments	CD - HSBC	40431GQ30	0.75%	Variable	100	10/26/12	10/26/17	NC	248,000	245,297	245,297		
First Empire Securities	CD - Everbank	28978DPY0	1.10%	1.100%	100	11/30/12	11/30/17	NC	248,000	248,000	247,943		
									959,000	970,875	967,725	3.72%	30%
U.S. Government Agency Securities:													
Chandler Asset Management	FHLB	3130A0UR2	1.85%	2.375%	103,068	11/23/15	12/13/19	NC	200,000	205,698	204,210		
Chandler Asset Management	FHLB	313782M2	1.16%	1.500%	101,228	02/01/16	03/08/19	NC	185,000	186,930	185,228		
Chandler Asset Management	FFCB	3133EGCA1	1.06%	1.060%	100,01	10/25/16	06/03/19	NC	200,000	200,010	198,342		
Chandler Asset Management	FHLB	3130A7CV5	1.46%	1.375%	98,769	02/17/16	02/18/21	NC	210,000	209,166	207,738		
Chandler Asset Management	FHLB	313582K69	1.53%	1.750%	101,716	03/23/16	03/12/21	NC	190,000	192,005	189,795		
Chandler Asset Management	FHLB	3130A8QS5	1.28%	1.125%	99,048	08/09/16	07/14/21	NC	190,000	188,596	185,130		
Chandler Asset Management	FHLB	3130A7PV1	1.33%	1.375%	99,796	04/12/16	04/05/21	NC	200,000	200,432	196,564		
Chandler Asset Management	FHLB	3130AABQ2	1.97%	1.875%	99,356	11/30/16	11/29/21	NC	100,000	99,536	100,210		
Chandler Asset Management	FHLB	3137EAE08	1.24%	1.125%	98,96	08/12/16	08/12/21	NC	200,000	198,898	194,538		
Chandler Asset Management	FHLB	3137EADM8	1.25%	1.250%	99,15	08/31/15	10/02/19	NC	190,000	188,394	188,955		
Chandler Asset Management	FHLB	3135G0E58	1.20%	1.125%	100,42	09/30/2015	10/19/2016	NC	195,000	195,014	194,394		
Chandler Asset Management	FHMA	3135G0G72	1.17%	1.125%	99,39	10/30/2015	12/14/2016	NC	195,000	194,709	194,308		
Chandler Asset Management	FHMA	3135G0J20	1.31%	1.375%	100,01	4/12/2016	2/26/2021	NC	200,000	200,630	197,546		
Chandler Asset Management	FHMA	3135G0K69	1.23%	1.250%	99,75	8/15/2016	5/6/2021	NC	200,000	200,168	196,470		
Chandler Asset Management	FHMA	3135G0D75	1.27%	1.500%	100,90	2/24/2016	6/22/2020	NC	200,000	201,962	199,512		
Chandler Asset Management	FHMA	3130A3UQ5	1.49%	1.875%	102,18	2/1/2016	12/11/2020	NC	185,000	188,349	185,814		
Chandler Asset Management	FHMA	3135G0F73	1.50%	1.500%	100,36	1/20/2016	11/30/2020	NC	190,000	190,035	188,893		
Chandler Asset Management	FHMA	3135G0T45	1.89%	1.875%	99,78	4/20/2017	4/5/2022	NC	200,000	199,830	199,372		
Chandler Asset Management	FHMA	3135G0H55	1.50%	1.875%	102,11	1/20/2016	12/28/2020	NC	190,000	193,366	191,061		
									3,620,000	3,633,748	3,598,040	13.93%	100%
Commercial Paper:													
US Treasury													
Chandler Asset Management	US Treasury	912828VA5	1.23%	1.125%	99,86	02/01/16	04/30/20	NC	100,000	99,356	96,898		
Chandler Asset Management	US Treasury	912828N99	1.21%	1.375%	100,65	02/24/16	01/31/21	NC	200,000	201,555	197,906		
Chandler Asset Management	US Treasury	912828UV0	1.68%	1.125%	97,75	12/22/15	03/31/20	NC	200,000	195,907	197,930		
Chandler Asset Management	US Treasury	912828VV9	1.76%	2.125%	101,61	12/22/15	08/31/20	NC	200,000	203,790	203,218		
Chandler Asset Management	US Treasury	912828WCO	1.78%	1.750%	99,84	12/22/15	10/31/20	NC	200,000	200,282	200,844		
Chandler Asset Management	US Treasury	912828TH3	1.19%	0.875%	98,89	09/29/15	07/31/19	NC	190,000	187,769	187,982		
Chandler Asset Management	US Treasury	912828UB4	1.37%	1.000%	98,48	09/29/15	11/30/19	NC	110,000	108,402	108,840		
Chandler Asset Management	US Treasury	912828ST8	1.25%	1.250%	100,16	05/28/15	04/30/19	NC	160,000	160,007	159,608		
Chandler Asset Management	US Treasury	912828L65	1.36%	1.375%	100,84	03/23/16	09/30/20	NC	190,000	190,590	188,590		
Chandler Asset Management	US Treasury	912828G53	1.98%	1.875%	99,73	12/13/2016	11/30/21	NC	175,000	174,903	175,452		
Chandler Asset Management	US Treasury	912828SF8	2.03%	2.000%	100,42	3/6/2017	02/15/22	NC	200,000	199,751	201,500		
Chandler Asset Management	US Treasury	912828U81	1.93%	2.625%	100,43	1/13/2017	01/24/22	NC	200,000	200,696	201,446		
									2,125,000	2,121,927.04	2,122,212	8.13%	100%
Medium-Term Corporate Notes:													
Chandler Asset Management	Qualcomm Inc	747525A08	1.45%	1.400%	99,87	05/28/15	05/18/18	NC	135,000	134,788.70	134,915		
Chandler Asset Management	Oracle Corp	683689AX3	1.29%	2.250%	103,16	08/11/16	10/08/19	NC	125,000	128,743.75	126,540		
Chandler Asset Management	Apple Inc	078333B02	1.71%	1.010%	100,87	02/16/16	02/22/19	NC	115,000	114,980.45	115,316		
Chandler Asset Management	Berkshire Hathaway	084664CK5	1.33%	1.300%	99,96	08/08/16	08/15/19	NC	55,000	54,946.65	54,601		
Chandler Asset Management	Berkshire Hathaway	084670BQ0	1.54%	2.200%	102,76	08/18/16	03/15/21	2/15/2021	100,000	102,898.00	100,768		
Chandler Asset Management	Praxair Inc	740059PB8	1.21%	1.250%	100,08	10/03/16	11/07/18	NC	125,000	125,100.00	124,665		
Chandler Asset Management	Visa Inc	92826CAB8	1.49%	2.200%	102,56	09/01/16	12/14/20	NC	150,000	154,404.00	151,254		
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	83,167		
Chandler Asset Management	Pecar Financial Corp	68371RN44	1.68%	1.650%	99,59	08/11/16	08/11/21	NC	125,000	124,810.00	121,575		
Chandler Asset Management	Exxon Mobil Corp	30231GAV4	2.18%	2.222%	101,77	02/29/16	03/01/21	2/1/2021	125,000	126,464.80	125,820		
Chandler Asset Management	JP Morgan Note	48128EAA5	1.63%	2.000%	101,28	01/24/14	08/15/17	NC	150,000	151,924.50	150,107		
Chandler Asset Management	Bank of New York	06408HCU1	1.85%	2.200%	100,56	02/01/16	05/15/19	4/15/2019	115,000	116,290.30	115,956		
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	132,079		
Chandler Asset Management	American Honda Finance	02668WAZ4	2.05%	2.450%	101,22	04/20/17	09/24/20	NC	125,000	126,651.25	126,694		
Chandler Asset Management	US Bancorp	91159HHP8	2.86%	2.625%	100,37	01/19/17	01/24/22	NC	125,000	125,656.65	126,296		
									1,785,000	1,802,517	1,789,749	6.91%	30%

**CITY OF STANTON
INVESTMENTS
JUNE 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
Asset-Backed Securities:													
Chandler Asset Management	Toyota Auto Receivables 2015A	89238WAC2	1.44%	1.12%	99.99	03/04/15	02/15/19	NC	36,971	36,965	36,934		
Chandler Asset Management	Toyota Auto Receivables Owner 2016-D	89231LAB3	1.07%	1.06%	99.99	10/04/16	05/15/19	NC	74,222	74,216	74,113		
Chandler Asset Management	Toyota Motor Credit Corp	89236TDE2	1.45%	1.40%	99.88	05/17/16	05/20/19	NC	125,000	124,825	124,244		
Chandler Asset Management	Nissan Auto Receivables	65478WAB1	1.08%	1.07%	99.89	08/02/16	03/15/19	NC	47,884	47,882	47,823		
Chandler Asset Management	State St Corp	857477AV5	1.89%	1.95%	99.49	05/23/16	02/21/19	NC	125,000	124,784	123,421		
Chandler Asset Management	Honda Auto Receivables	43813NAC0	1.05%	1.04%	100.01	05/13/15	02/21/19	NC	52,050	52,042	51,978		
Chandler Asset Management	Honda Auto Receivables	43814NAB1	1.02%	1.01%	99.88	02/16/16	08/18/18	NC	17,491	17,490	17,484		
Chandler Asset Management	John Deere Owner Trust	47787VAC5	0.93%	0.92%	99.98	04/02/14	04/16/18	NC	1,305	1,305	1,305		
Chandler Asset Management	Honda Auto Receivables	43814HAC2	0.89%	0.89%	99.98	08/20/14	08/15/18	NC	6,933	6,931	6,930		
Chandler Asset Management	Nissan Auto Receivables	654747AB0	1.48%	1.47%	100.00	03/21/17	01/15/20	NC	40,000	40,000	39,986		
Chandler Asset Management	John Deere Owner Trust	47787XAB3	1.51%	1.50%	99.98	02/22/17	10/15/19	NC	40,000	40,000	39,988		
Chandler Asset Management	John Deere Owner Trust	477877AD8	1.08%	1.07%	99.78	09/03/14	11/15/18	NC	16,145	16,142	16,130		
									583,001	582,581	580,336	2.23%	10%
Subtotal US Bank Investments			1.46% Weighted Average Yield				962 WAM	days	9,670,250	9,499,215.23	9,445,992		
Prior Year Adjustment GASB 31									9,670,250	88,785	0		
Investments Held With US Bank										9,588,000	9,445,992		
Subtotal All Investments			1.68% Weighted Average Yield				1,020 WAM	days	17,432,250	17,276,899	17,218,894		
Prior Year Adjustment GASB 31									17,432,250	68,785	0		
Total Investments Held in Safekeeping										17,345,484	17,218,894		
LAIF													
Total Investments													
Money Market Acct			0.29%				7/1/2017		186,061	186,061	186,061	0.71%	100%
Total Money Market, LAIF Depository Account and Investments			1.47% Weighted Average Yield	incl LAIF, Investments depository account and money market			675 WAM	days	26,247,400	26,051,850	26,033,846	100.00%	

CITY OF STANTON
CASH AND INVESTMENT BALANCES BY FUND TYPE
6/31/2017

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ (3,961,955)	
Other Accounts *	17,643,110	\$ 13,681,154
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	1,645,325	
Measure M	1,370,434	
Fire Emergency Services	41,904	
Lighting & Median Maint.	1,840,008	
Sewer Maintenance	3,820,041	
Other	1,364,920	10,082,631
Internal Service Funds		1,359,971
Trust Funds		708,879
Total Cash and Investment Balances		\$ 25,832,636

* 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: July 25, 2017

SUBJECT: JUNE 2017 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of June 30, 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 June 2017.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of June 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 June 2017 was 0.98%.

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 0.61%, which is below the benchmark LAIF return of 0.98%, as the portfolio is completely liquid.

With a completely liquid portfolio, the weighted average maturity of the Agency's

investments at June 30, 2017 is 1 day. LAIF's average maturity at June 30, 2017 is approximately 194 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:

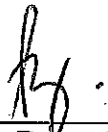
Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Concurred By:

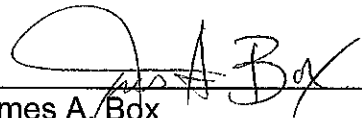


Andrea Ruez Aristondo
Administrative Services Intern



Stephen M. Parker, CPA
Administrative Services Director

Approved:



James A. Box
City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
6/31/2017**

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	0.98%	\$ 8,997,029	\$ 8,997,029	\$ 8,999,487	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	(458,307)	(458,307)	(458,307)	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

\$ 17,677,413 \$ 17,679,871

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%	\$0.06	\$0.06	\$0.06	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$20.07	\$20.07	\$20.07	US Bank
Reserve Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.06	\$0.06	\$0.06	US Bank
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	0.98%	\$1,135,000.00	\$1,135,000.00	\$1,135,000.00	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$1,135,029 \$1,135,029

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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2016 Series A and B									
Debt Service Fund:									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank
Interest Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$600,000.00	\$600,000.00	\$600,000.00	US Bank
Principle Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$345,312.51	\$345,312.51	\$345,312.51	US Bank

Total 2016 Series A and B \$ 945,313 \$ 945,313

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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2016 Series C and D									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$20.75	\$20.75	\$20.75	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$25.54	\$25.54	\$25.54	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank
Cost of Issuance Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank

Total 2016 Series C and D \$ 46 \$ 46

Total Bond Fund Investments and Deposits (3)

\$2,080,388	\$2,080,388
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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****6/31/2017**

Fund	Cash Balance
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	8,715,891
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(177,287)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	118
741 Cash DDR Clawback	9,138,692

TOTAL CASH BALANCE**\$ 17,677,413**

CITY OF STANTON

REPORT TO THE STANTON HOUSING AUTHORITY

TO: Honorable Chair and Members of the Successor Agency

DATE: July 25, 2017

SUBJECT: JUNE 2017 INVESTMENT REPORT (HOUSING AUTHORITY)

REPORT IN BRIEF:

The Investment Report as of June 30, 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 June 2017.

BACKGROUND:

The attached reports summarize the Stanton Housing Authority investments and deposit balances as of June 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 June 2017 was 0.98%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 0.98%, 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 June 31, 2017 is 1 day. LAIF's average maturity at June 30, 2017 is approximately 194 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:

Concurred By:

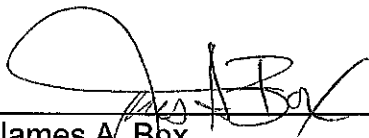


Andrea Raez Aristondo
Administrative Services Intern



Stephen M. Parker, CPA
Administrative Services Director

Approved:



James A. Box
City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
6/31/2017**

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	0.98%	\$ 204,151	\$ 204,151	\$ 204,206	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	\$ (10,399)	(10,399)	(10,399)	Bank of the West
State Treasurer's Pool - Housing Authority Account	Local Agency Investment Fund (LAIF)	State of California	On Demand	0.98%	\$ 5,265,000	\$ 5,265,000	\$ 5,266,438	LAIF

Total Cash Investments and Deposits

\$ 5,458,751	\$ 5,460,246
---------------------	---------------------

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
6/31/2017**

Fund	Cash Balance
-------------	-------------------------

285 Housing Authority Fund	5,458,751
----------------------------	-----------

TOTAL CASH BALANCE

\$ 5,458,751

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: July 25, 2017

SUBJECT: FY 2017/18 BUDGET ADJUSTMENT REQUEST

REPORT IN BRIEF:

This report requests a budget adjustment to fund the replacement of a part-time Facilities Maintenance Worker I position with a full-time Facilities Maintenance Worker II position (existing classification) for the remainder of the current fiscal year.

RECOMMENDED ACTION

1. That City Council declare that this project 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 or procedure making.
2. That City Council approve Budget Adjustment 2018-02.

ANALYSIS AND JUSTIFICATION:

With the approval of Senate Bill 1 (SB 1), cities throughout California will be seeing additional pass-through revenues relating to the increased gas tax. The City of Stanton is budgeted to receive an increase of \$340,000 in FY 2017/18 over the previous fiscal year. In FY 2018/19, the increase is budgeted to rise to over \$800,000 over last fiscal year. With these additional resources, the City is able put additional resources towards any of the areas that the Gas Tax Fund covers, including but not limited to the maintenance and repair of residential and arterial streets, street sweeping, graffiti abatement, maintaining storm drains to the extent they are in the streets (as they are in Stanton), etc.

While graffiti abatement has improved dramatically in the City in recent years, maintaining a City that is free of graffiti is a priority. With the additional resources coming to the City in the current and future fiscal years due to the approval of SB 1, staff believes a prudent use of a portion of these resources would be replacing a part-time Facilities Maintenance Worker II position with a full-time position to provide additional resources towards graffiti abatement. The additional time would also be used

to perform other services on City streets such as bulky item pickup, weed abatement, curb repainting, and sign installation/replacement.

FISCAL IMPACT:

The replacement of a part-time Facilities Maintenance Worker I position with a full time Facilities Maintenance Worker II position for the remainder of the fiscal year would result in an estimated cost of \$50,000. There are adequate resources in the Gas Tax Fund Balance, and the attached budget adjustment will allow the City to add this position without any decrease in General Fund uncommitted fund balance. It is anticipated there will be savings as there will be a decrease in overtime for the existing full-time workers.

ENVIRONMENTAL IMPACT:

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

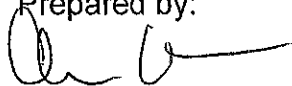
STRATEGIC PLAN OBJECTIVE ADDRESSED:

3. Promote a Quality Infrastructure

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:



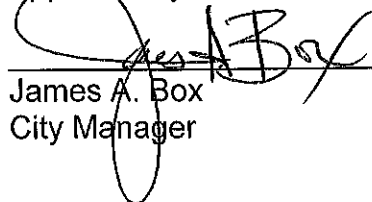
Allan Rigg
Public Works Director

Concur:



Stephen M. Parker, CPA
Administrative Services Supervisor

Approved by:



James A. Box
City Manager

Attachments:

- Exhibit 1: Budget Adjustment 2018-02
- Exhibit 2: Maintenance Worker II Job Description
- Exhibit 3: Revised Organizational Chart

CITY OF STANTON

Job Title: **Facilities Maintenance Worker II** Department: Public Works/Engineering

Salary Range: 8

Reports to: Facilities Maintenance Supervisor

SUMMARY DESCRIPTION

The purpose of positions in this classification is to perform a wide variety of semi-skilled and skilled tasks in the construction, maintenance and repair of City streets, parks, facilities and vehicles.

This is the journey level class in the Facilities Maintenance Worker series and is distinguished from the I level by the ability to perform the full range of duties assigned with only occasional instruction or assistance as unusual or unique situations arise. Positions in this class are flexibly staffed and are normally filled by advancement from the I level. Incumbents work under the general supervision of the Facilities Maintenance Supervisor and receive technical or functional supervision from higher level field maintenance staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Perform street maintenance duties; operate construction and maintenance equipment such as welders, trucks, tractors, sweepers, asphalt repair equipment, and skip loaders for a variety of construction and maintenance operations involving streets, sidewalks and gutters. Patch potholes; spread asphalt to patch and repair streets.
- Perform concrete repairs; use concrete cutting and breaking equipment; operate a jackhammer; pour and finish concrete; construct concrete forms and perform rough carpentry work.
- Perform street, sewer, storm drain, catch basin and other public service maintenance work for normal maintenance and in emergency situations to ensure the safety of the public and protect and preserve city infrastructure.
- Perform routine preventive maintenance, cleaning and repair of equipment as needed.
- Perform traffic control for accident scenes and other emergencies, including placement of safety warning devices and barricades.
- Paint or stencil barricades, guard rails and traffic directional markings including crosswalks, safety loading zones, bus stops, parking and center lines and railroad and school crossings.
- Lay out, fabricate and install regulatory, guide, warning and construction signs; repair, straighten and reset street signs and parking meter poles.
- Utilize proper safety precautions related to all work performed.
- Perform landscape maintenance duties, including parks, medians, and athletic facilities; operate mowers, tractors, trencher, vehicles and equipment; utilize a variety of hand and power tools; clean restrooms and pick up litter around parks and medians
- Water, mow, weed, trim, renovate and fertilize lawns; prune trees and shrubs; plant trees, flowers and shrubs; rake leaves and clean walks, fields, courts and other facilities.

- Apply herbicides, fungicides and pesticides safely; maintain records of fertilizers and chemicals used.
- Perform a variety of duties in the maintenance and repair of the City's irrigation system.
- Perform preventive maintenance, troubleshooting and repair for City facilities, including repair or replacement of various electrical, plumbing and equipment systems and components, painting, patching, and repair and replacement of various facility amendments; may assemble and move furniture and make or hang signs and decorative items.
- Perform graffiti abatement duties throughout the city limits; removal or covering of paint and other materials used in graffiti; repair vandalism to surfaces and structures; document damage for evidence and record cost of repair.
- Perform a variety of support duties related to the abatement of homeless issues, including removal/storage of abandoned possessions, removal of shopping carts, and cleaning of dirt and debris left in public areas.
- May perform maintenance and troubleshooting tasks related to the information technology network.
- May provide functional direction and training to other employees in the completion of tasks.
- Purchase materials, equipment and supplies necessary to complete assignments.
- Perform difficult manual labor including lifting heavy weights, stooping, bending and twisting.
- Use a computer to perform job-related tasks.

Additional Tasks and Responsibilities:

- May assist in other sections of the Department as necessary.
- Perform related duties as assigned.

KNOWLEDGE REQUIRED

- Hazards associated with the work and proper safety precautions.
- Traffic laws, ordinances and rules involved in truck and equipment operations.
- Safe driving principles and practices.
- Uses and purposes of general construction, maintenance and repair tools and equipment as utilized in assigned area of work.
- Methods, techniques and procedures related to parks, street and vehicle maintenance.
- Purposes and uses of a variety of vehicles, equipment, power tools and hand tools including motorized, pneumatic and hydraulic equipment.
- Techniques and methods of irrigation system repair and maintenance.
- Lubricating systems and oils, greases and attachments used in lubricating automotive and related equipment.

ABILITIES/SKILLS

- Perform semi-skilled tasks in a variety of construction, maintenance and repair activities related to area of assignment.
- Operate a variety of vehicles and equipment in a safe and effective manner.

- Use and operate hand tools, mechanical equipment and power tools including motorized, pneumatic and hydraulic equipment required for the work in a safe and efficient manner.
 - Assist in the training and supervision of others in the safe operation of equipment.
 - Exercise judgment and discretion in assessing damage to city property or danger to the public occurring as the result of accidents and determining appropriate abatement actions to safeguard the public and city property.
 - Work effectively in the absence of close supervision.
 - Work safely and adhere to principles of safety when working near traffic or in other environments.
 - Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
 - Understand and carry out oral and written directions.
-

EXPERIENCE/TRAINING/EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- One year of experience performing construction and maintenance work.
 - Equivalent to completion of the twelfth grade.
-

LICENSE/CERTIFICATE

- Possession of, or ability to obtain, a valid Class B California driver's license.
 - Possession of, or ability to obtain, a valid Pesticide Applicator's Certificate from the State of California.
-

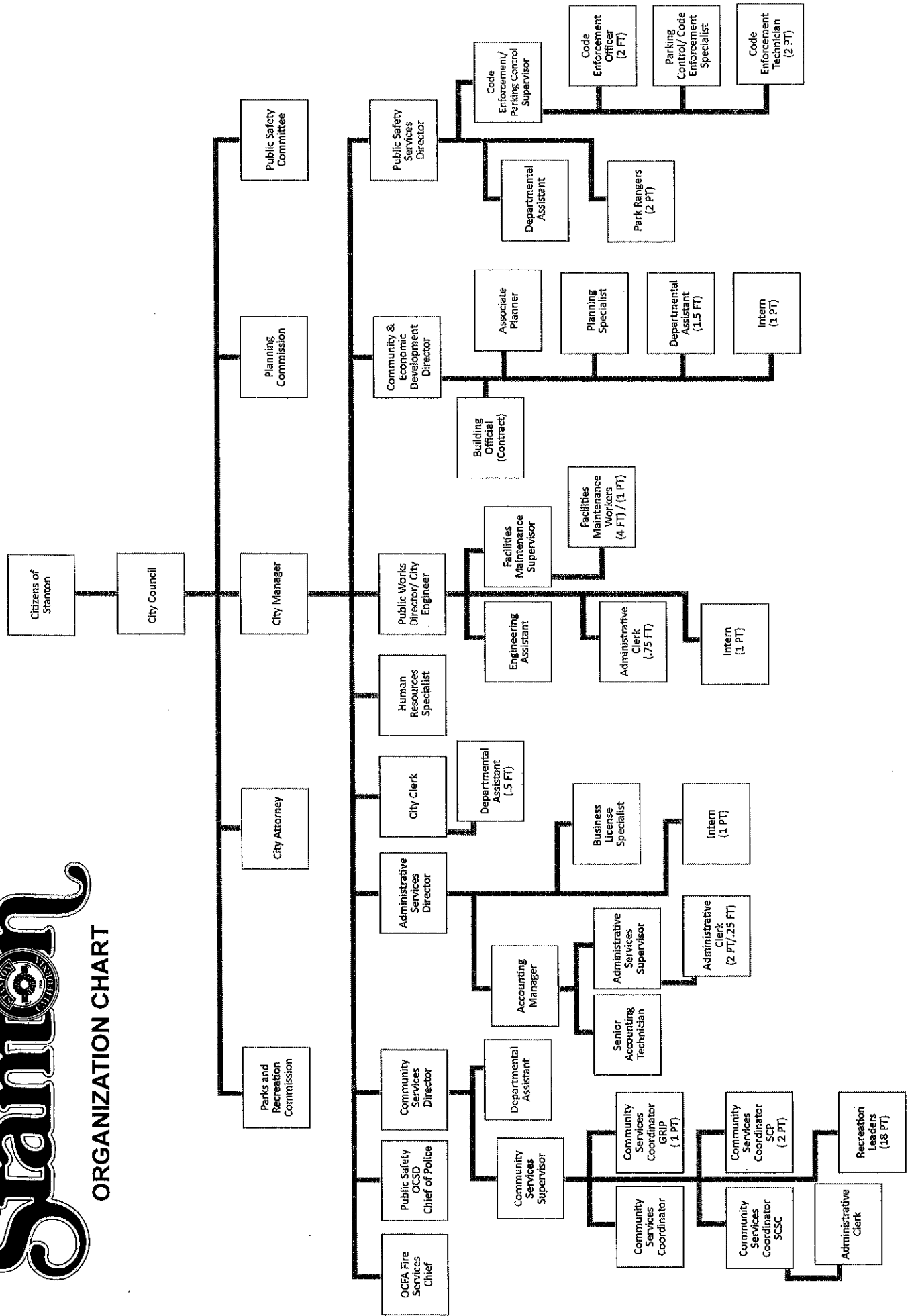
PHYSICAL ACTIVITIES AND REQUIREMENTS

- Ability to be called out for emergency repair and maintenance duties; willingness to work variable hours including nights, weekends and/or holidays.
 - May require pushing, pulling, dragging and lifting equipment and/or office items weighing 50 lbs. or more.
 - Ability to hear and convey detailed or important instructions or information verbally and accurately.
 - Average visual acuity to prepare and read documents.
 - Ability to communicate with both the public and co-workers in a clear and concise manner.
 - Ability to travel to different sites and locations.
 - Exposure to outdoor conditions and inclement weather.
 - Exposure to sounds generated by construction equipment, power tools and utility vehicles as well as standard noise levels resulting from communication with co-workers and the general public.
-

The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



ORGANIZATION CHART



CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 25, 2017

SUBJECT: AWARD OF CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE INSTALLATION OF THE TRAFFIC SIGNAL AT WESTERN AVENUE AND THUNDERBIRD LANE BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

Hartzog and Crabill, Inc. have been chosen to provide professional construction engineering services for the installation of the traffic signal at Western Avenue and Thunderbird Lane. Since Hartzog and Crabill, Inc. designed the traffic signal for Western Avenue and Thunderbird Lane, staff found they have the complete knowledge and expertise required to complete this project.

RECOMMENDED ACTION:

1. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. City Council award a contract for professional construction engineering services to Hartzog and Crabill Inc. to provide traffic engineering services for a maximum contract amount of \$30,000.
3. Authorize the City Manager to bind the City of Stanton and Hartzog and Crabill Inc. in a contract to provide professional construction engineering services.

BACKGROUND:

Staff currently utilizes the services of Hartzog and Crabill Inc. (HCI) to provide traffic engineering support to the City including signal maintenance, plan review, signal timing, and anything else traffic engineering related. For the proposed project, HCI will provide services that include construction inspection, review of the contractor's submittals, provide technical 'turn-on' staff to assure final connectivity of the signal, and provide general assistance as the City needs. The City does not have the in-house resources to provide the professional construction engineering services required for this project.

HCI has the specialized expertise to construct this signal because the design was

performed by their company and they have the knowledge to make sure the signal is consistent with and connected to our other signals. These services will be performed under the current on-call services contract the City has with HCI.

ANALYSIS/JUSTIFICATION:

Staff requested a proposal from Hartzog and Crabill, Inc. to provide additional engineering services for the Western Avenue and Thunderbird Lane Traffic Signal Project. Services will be performed under current on-call services contract the city has with Hartzog and Crabill, Inc.

FISCAL IMPACT:

Funds for these services are available from 225-3520-608105.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c as replacement of existing facilities.

LEGAL REVIEW:

None.

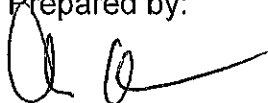
STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:



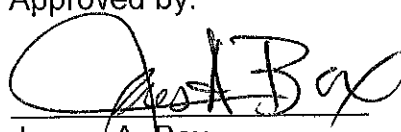
Allan Rigg, P.E., AICP
Director of Public Works/City Engineer

Concur:



Stephen Parker
Administrative Services Director

Approved by:



James A. Box
City Manager

ATTACHMENT:

Proposal



Trammell Hartzog, President
Jerry Crabill, P.E., (Retired)
Gerald J. Stock, P.E., Executive
Vice-President

17852 E. 17th Street
Suite 101
Tustin, CA 92780

Phone: (714) 731-9455
FAX: (714) 731-9498

www.hartzog-crabill.com

June 9, 2017

Mr. Allan Rigg, PE, AICP
Public Works Director/City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

**SUBJECT: Proposal to Provide Professional Construction Engineering
Services for the Traffic Signal Improvements at the
Intersection of Western Avenue and Thunderbird Lane**

Dear Mr. Rigg:

Hartzog & Crabill, Inc. (HCI) is pleased to submit this proposal to provide professional construction engineering services for the Traffic Signal Installation Project at the intersection of Western Avenue and Thunderbird Lane in the City of Stanton. Having worked with the City as the design engineers for this new traffic signal, HCI is most familiar with the intended operations and specific details required for constructing this project. Our proposal includes the requested project field observation tasks required during the construction phase of this project, as well as final "turn-key" services that will provide for a successful and complete traffic signal installation project.

SCOPE OF WORK

Construction Observation Services

Upon receipt of the City's notice-to-proceed, our team consisting of our Senior Engineer, Mr. Armando Solis, PE, as well as our Traffic Signal Systems Specialists, Mr. Dennis Schmitz and Mr. Michael Powers, will remain available to assist the City of Stanton by first coordinating an initial layout of the critical traffic signal components.

As requested our team will perform on-call construction observation services in the field on behalf of the City, in order to verify compliance with the approved plan set and specifications and provide a status report of our daily activities during construction. It is important to note, HCI will be on-call, and any construction-related issues will be communicated immediately and directly to the contractor as well as the City of Stanton.

SCOPE OF WORK (continued)

Construction Observation Services (continued)

More specifically, HCI's construction observation services will include the following:

- ✓ Maintain construction related project documents.
- ✓ Interpret plans and specifications and resolve any construction related conflicts in consultation with city staff.
- ✓ On the days that we are called out, write daily diaries to document field operations on the project.
- ✓ Document quantities of work completed for payment.
- ✓ Coordinate work with owner, design engineer, property owners, other agencies, contractors, developers, and/or other project stakeholders.
- ✓ Review materials and workmanship of the contractor's work to ensure compliance with applicable Plans, Specifications, and contractual requirements. This includes gathering the manufacturer's certifications of compliance to assure quality control and contract compliance.
- ✓ Coordinate any applicable materials testing and documentation to ensure compliance with all applicable specifications. Provide project observation during all construction phases to ensure the project is constructed in compliance with the project plans and specifications.
- ✓ Document and notify contractor and owner of observed safety deficiencies and monitor to ensure that they are corrected.
- ✓ Monitor the contractor's implementation of BMPs.
- ✓ Document and take appropriate action to correct BMP deficiencies.
- ✓ Provide general assistance to the City as needed.
- ✓ Review contractor's request for change orders, as applicable.

'Turn-On' Signal Operations Support Services

Upon completion of the construction phase, HCI will also provide traffic signal 'turn-on' support for this project. These turn-on services will include providing technical staff to assure final connectivity of the project signal interconnect in the field, as well as preparation of project timing sheets and field-support during 'turn-on' day.

Additionally, HCI will perform a project "walk-through" once the turn-on is complete and provide the City with a final punch-list for any items that remain incomplete.

PROJECT TEAM

Individuals who will be assigned to this project team will include Mr. Armando Solis, PE and Mr. Dennis Schmitz, assisted by Mr. Michael Powers and Mr. Michael Vallado. A brief statement of qualifications is provided below:

Mr. Armando Solis, PE, Senior Engineer (Project Manager)

Mr. Solis brings over (17) years of civil and traffic engineering experience to the HCI team, and will remain available to assist in completing any requested traffic signal construction observation services, as needed. Mr. Solis is a registered Civil Engineer in the State of California. As you may know, Mr. Solis successfully provided the construction observation services on the most recent traffic signal modification at the intersection of Beach Boulevard and Village Center/Stanford. He has extensive experience in the design of traffic signals, signing and striping, traffic control, preparation of warrant analyses, signal communications, lighting, pavement rehabilitation, construction staging, geometric design, layout and profiles. Mr. Solis is also experienced in traffic signal timing development, implementation and fine tuning.

Traffic Signal Systems Specialist - Mr. Dennis Schmitz

Mr. Schmitz brings over (40) years of traffic signal experience to the HCI project team and will remain available for aspects of the daily construction observation services as well as signal operations support tasks. As you may know, Mr. Schmitz has successfully provided this type of service for several local agencies. Prior to HCI, Mr. Schmitz was the Traffic Operations Manager for the City of Orange for (35) years. It should be noted that Mr. Schmitz was the Senior Engineer in responsible charge of the Traffic Operations Section of the Department of Public Works. This experience included managing all design, operations, inspection and maintenance of traffic control devices and systems within the city.

Mr. Michael Powers - Traffic Signal Systems Specialist

Mr. Powers brings over (23) years of traffic signal experience to the HCI team and will also be involved in certain construction observation field-review tasks. Mr. Powers is certified as an International Municipal Signal Association (IMSA) Level III Traffic Signal Technician. Prior to HCI, Mr. Powers worked for Siemens (Republic) as a Lead Technician for over (20) years, and is very familiar with the City of Stanton's traffic signal system.

Associate Engineer - Mr. Michael Vallado

Mr. Vallado will provide assistance to Mr. Schmitz and Mr. Solis, if required. Mr. Vallado brings over (18) years of experience specifically related to traffic engineering and signal design. Five (5) of these years were devoted to running the City of Glendora's Traffic Engineering section, while the last (13) years have been with HCI. His responsibilities with HCI include preparing operational analysis reports and recommendations, project specifications, and project management assistance including plan-check/preparation of final project plans, specifications and estimates.

Mr. Allan Rigg, PE, AICP
June 9, 2017
Page 4

PROFESSIONAL FEES


As you are aware, with most construction observation services, it is difficult to determine the exact amount of time that will be required to provide this type of on-call service. Therefore, HCI has provided our estimated time that it will take to complete these services below, and proposes to invoice the City on a time-and-materials (T&M) basis upon completion of the requested project tasks.

HCI proposes a not-to-exceed T&M fee estimate up to **\$30,000.00** to complete the tasks as described above. Invoicing will primarily involve project hours spent as a Principal Engineer, Senior Engineer, Associate Engineer, or Traffic Signal Systems Specialist.

Typically, a 90-working day schedule is given for this specific type of traffic signal installation project. Since City-furnished long-lead time items, such as signal poles, do not have to be accounted for in this project schedule, HCI anticipates that approximately 2/3 of this schedule (*60 working days or 12 weeks*) will provide for the construction observation time necessary to evaluate critical components during the construction of this new traffic signal. Additionally, HCI anticipates a typical 4-hour daily time frame for our engineering staff to accurately report the daily construction activities to the City. Therefore, the total amount of hours for our staff to provide these construction-engineering services is estimated at 240 hours. This amount of hours, at \$125.00 per hour for the Traffic Signal Systems Specialist position, results in a proposed budget of \$30,000.00 to complete the requested construction observation services. Any assistance that may be necessary performed by any project team member is included in the above cost and no other additional costs are expected to be billed to the City.

Thank you again for the opportunity of proposing on this traffic signal installation project and for your continued support. We look forward to working with you and your staff on this project. If you have any questions or need more information please contact me at (714) 731-9455.

Very truly yours,
HARTZOG & CRABILL, INC.


Trammell Hartzog
President

Attach: Schedule of Hourly Rates

Schedule of Hourly Rates

Classification	Hourly Rates
Expert Witness / Deposition.....	\$285
Litigation Consultation.....	\$255
Two-Person Survey Crew.....	\$255
Litigation Field Evaluation.....	\$230
Principal Consultant.....	\$175
Project Manager.....	\$165
Registered Land Surveyor.....	\$160
Senior Engineer.....	\$150
Storm Water Permit Compliance Engineer.....	\$150
Associate Engineer.....	\$145
Construction Manager.....	\$135
Traffic Signal System Supervisor.....	\$135
Mural Artist.....	\$135
Senior Designer.....	\$130
Traffic Signal Systems Specialist.....	\$125
Assistant Engineer.....	\$120
Draftsperson.....	\$100
Technician.....	\$ 85
Word Processor.....	\$ 70
Clerical.....	\$ 55
* Traffic Counts (Cost, plus 10%).....	\$ *

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 10% fee for administration, coordination and handling will be added to subcontracted services. **This Schedule of Hourly Rates is effective as of July 1, 2016.** Rates may be adjusted after that date to compensate for increases of inflationary trends. Mileage shall be per current IRS rate (rate can be found at the following link: <http://www.irs.gov/newsroom/article/0,,id=232017,00.html>).

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 25, 2017

SUBJECT: AWARD OF CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE INSTALLATION OF THE THUNDERBIRD LANE SEWER BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

On February 24, 2015 a contract was awarded to AKM Consulting Engineers for construction engineering services for the installation of the Thunderbird Sewer. The construction of the project was put on hold and is now going forward. As such staff has asked for a new proposal for their services.

RECOMMENDED ACTION:

1. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
2. City Council award a contract for professional construction engineering services to AKM Consulting Engineers to provide construction engineering services for a maximum contract amount of \$54,200.
3. Authorize the City Manager to bind the City of Stanton and AKM Consulting Engineers Inc. in a contract to provide professional construction engineering services.

BACKGROUND:

In September of 2014, staff conducted a selection process of firms that submitted proposals for on-call construction management and inspection services in order to have a set of pre-selected qualified firms on file. Staff selected three (3) top ranking firms based on the firm's experience managing and inspecting construction of sewer improvement and construction projects. In January 15, 2015, staff issued a request for proposals (RFP) from the pre-selected firms for the construction management and inspection services for the Thunderbird Lane Sewer and Street Improvements Project. All three (3) firms submitted proposals and upon further review, AKM Consulting Engineers was selected to perform the required services for this project. The proposed

construction inspector has extensive experience in similar projects and local municipal projects such as City of Cypress, City of Garden Grove, City of El Segundo, City of Palos Verdes Estates, and City of Fountain Valley.

ANALYSIS/JUSTIFICATION:

The delay in construction of this project has caused the need for a new contract for construction engineering services. AKM Consulting Engineers is being selected based on the previous selection process and staff believes they are by far the most qualified firm for the work.

FISCAL IMPACT:

Funds for these services are available from 225-3520-608105.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301 (c) as replacement of existing facilities.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:



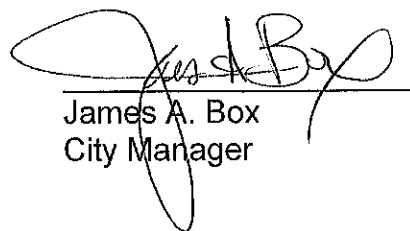
Allan Rigg, P.E., AICP
Director of Public Works/City Engineer

Concur:



Stephen Parker
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachment:

- (1) Contract

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of July 25, 2017, between the **City of Stanton**, a California Municipal Corporation ("City") and **AKM Consulting Engineering**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

2. This Agreement shall commence on **July 25, 2017** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 30, 2017** unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Fifty four thousand, two hundred (\$54,200.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit B, Fee Proposal.

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

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

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

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

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

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

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure

to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

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

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

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

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

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

16. **NOTICES**

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

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	AKM Consulting Engineers 553 Wald Irvine, CA 92618
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17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, aside from material testing as stated in the proposal, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only AKM Consulting Engineers shall perform the services described in this Agreement.

18. **LICENSES**

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

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CITY OF STANTON

CONSULTANT

By: _____
James A. Box
City Manager

By: _____
(Signature)

(Typed Name)

Its: _____

Attest:

Patricia Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Provide construction management and inspection services for the Thunderbird Lane Sewer and Street Improvements Project as described in the Request for Proposal dated January 15, 2015.

EXHIBIT B
FEE PROPOSAL



AKM Consulting Engineers
553 Wald
Irvine, CA 92618
Telephone: 949.753.7333 Facsimile: 949.753.7320
www.akmce.com

July 17, 2017

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
ATTN: Mr. Allan Rigg, P.E., , Director of Public Works/City Engineer

Subject: Request for Proposal - Thunderbird Lane Sewer and Street Improvements Project (REVISED)

Dear Mr. Rigg:

In response to your July 11, 2017 request for a revised proposal, AKM Consulting Engineers, a SBA Certified Small Business Enterprise, is pleased to submit our proposal to provide Construction Management and Inspection Services to the City of Stanton for the Thunderbird Lane Sewer and Street Improvements Project.

AKM Consulting Engineers will provide construction inspection services to the City of Stanton through a well-qualified Construction Inspector. Our proposed Construction Inspector, Mr. Larry Ruddell, is fully acquainted with the local and regional issues affecting the planning, design and construction of sewer pipelines and general street improvements projects in the Southern California area. Mr. Ruddell possess a wealth of experience and expertise in the design and construction management of public works projects, including gravity sewer pipelines, protective coatings and linings, temporary sewage bypass pumping, both cast-in-place and precast concrete manholes, tie-ins with existing sewer facilities, jack and bore operations, condition and construction quality assessment through closed circuit television review, as well as asphalt concrete street improvements to undertake this project. He has worked extensively with constructing such improvements in high groundwater conditions and areas possessing expansive soils. Mr. Ruddell has served as both an operations and senior inspector for a municipally owned water/wastewater/recycled water utility. Mr. Ruddell will be responsible for daily inspection of the project and will oversee the field inspection/testing of the geotechnical and materials testing technicians.

SCOPE OF WORK

AKM Consulting Engineers is proposing to provide Construction Management and Inspection Services to the City of Stanton with sufficient highly qualified personnel to ensure field control, conformance with contract plans and specifications, accurate contract documentation, and that quality facilities are constructed within the desired schedule.

We have thoroughly reviewed the comprehensive scope of work developed by the City and included in the subject request for proposal which we acknowledge and pledge to provide in its entirety. In the following section we have expanded upon and describe our specific approach to undertaking the scope of work:

Project Document Review

Prior to beginning the project, the Construction Inspector will be completely familiar with the project plans, specifications, applicable City standards and the standards of other agencies having jurisdiction over the project and all other construction related documents. They will also become familiar with traffic control plans, the baseline construction schedule, construction sequence, and permit requirements.

Preconstruction Site Visit

The Construction Inspector will conduct a site visit prior to the beginning of construction to fully acclimate himself with the existing conditions and site logistics. Photos and notes will be taken and any concerns will be discussed with City staff.

Preconstruction Conference

AKM will schedule a pre-construction conference. The meeting shall be attended by representatives of the City, the Construction Inspector, the Design Engineer, the Contractor, and all other project stakeholders such as local authorities including police and fire departments, other affected utility/facility owner's personnel, and any other regulatory agency having jurisdiction over the project. The meeting will review the project objectives, introduce key personnel for the City, AKM, Design Engineer, Contractor and define their roles on the project, discuss the Contractor's initial CPM Construction Schedule; review labor compliance requirements, progress payment procedures, and project record keeping; establish project lines of communication, appropriate project site conduct, and other project procedures; and discuss public relation concerns and procedures. Potential utility and traffic safety problems shall be discussed. A written record of attendance and detailed meeting minutes of items discussed shall be prepared and distributed to all attendees by AKM. AKM will distribute a draft copy of the pre-construction meeting minutes to the City for their initial review and comment prior to distributing the draft minutes to the other attendees for comment. After incorporating all comments, AKM will distribute a final copy of the pre-construction meeting minutes.

Project Communication

As the City's representative, we will serve as the intermediary between the City and the Contractor. Information and correspondence will be routed through the Construction Inspector to the City. The majority of communication will be between the Construction Inspector and the Contractor's Project Manager and Field Superintendent. The Construction Inspector will regularly communicate conversations and information from the Contractor with the City's Project Engineer. All correspondence will be routed to the City once received by the Construction Inspector and the City project staff will be copied on all correspondence AKM routes to the Contractor.

Public Relations

Our Proposed Construction Inspector will represent the City with professionalism, courtesy and integrity. Part of his role will be to assist the City with public relations which may include distribution of public notices to the surrounding public as well as interfacing with residents and the general public on a day-to-day basis while in the field. He will also be available to respond to written inquiries or complaints from the public regarding construction.

Shop Drawing and Submittals Review and Coordination

AKM will maintain a project submittal register to track each submittal and identify the date the submittal was received by AKM, the date it was transmitted to the City and the design engineer (if applicable) for review, the date the submittal comments are due back to the Contractor, the date the submittal was returned to the Contractor and the noted status of the submittal (for example: no exceptions taken, revise and resubmit, make corrections noted or submit specified items). The submittal register will also track each re-submittal as noted above when re-submittal for an item is required. AKM will distribute the comments back to the Contractor as well as the final submittals.

RFI Review, Response and Coordination

Communication will be a critical component for a successful project, and as such, the Construction Inspector will keep open lines of communication with the Contractor, Design Engineer and the City in an effort to identify problems, conflicts or issues and work towards a cooperative resolution. All requests for information or clarification of interpretations, meaning and intent of the project Contract Documents will be forwarded to the Construction Inspector by the Contractor. Responses will generally be addressed by the Construction Inspector in consultation with the City. Upon the City's request, AKM will forward RFI's related to interpretation or intent of the Contract Documents to the City for review and response.

Materials Testing Coordination

Materials testing for the project will be provided by our proposed geotechnical and materials testing consultant Ninyo & Moore. AKM will coordinate with Ninyo & Moore to schedule their services when necessary as construction progresses. It is anticipated that materials testing services will be required for soil compaction

testing; concrete placements; asphalt concrete paving compaction testing; sampling and laboratory testing for fill materials, asphalt concrete paving materials, and aggregate base.

Survey Verification

The Construction Inspector will verify that the Contractor is employing the services of a licensed survey consultant for setting off-set stakes and necessary control points in advance of proposed work. The Construction Inspector will retain and file all cut and fill sheets and keep a running record of dates survey services were performed.

Construction Progress Meetings

In an effort to define and review existing construction issues, as well as coordinate project elements, AKM will schedule weekly construction progress meetings. Attendees will typically include key representatives from the City, AKM, the Design Engineer, the Contractor and any other agencies having jurisdiction over the project. The Construction Inspector shall attend all regularly scheduled construction progress meetings. The following are typical items that will be addressed during meetings: Work completed during the previous week, overall schedule review, submittal status, schedule of work for the next two weeks, future items requiring coordination, RFI status, as-built drawing maintenance, progress payments, contract change orders, materials and equipment delivered, site maintenance and safety, neighboring property owner comments and concerns, and contractor performance relative to project schedule, cost, and frequency of non-compliance notices and/or corrective work.

City's Field Representative

We are proposing to provide construction management and inspection services as a direct benefit to the City. Our proposed Construction Inspector will work as an extension of the City as their authorized representative during construction of the proposed improvements. In this role we will become the "eyes and ears" of the City, protecting their interests at all times. Daily construction inspection and quality assurance of the proposed work will constitute enforcing strict adherence to City Standards and regulations; the project plans and specifications during the Contractor's prosecution of the project. Inspection services will verify that the construction is in accordance with all Contract Documents. This will be achieved through thorough visual inspections and observations, physical testing and documentation of all construction activities occurring on site. Our daily effort will entail ongoing schedule monitoring, coordination of all project correspondence amongst the various project participants, document management, cost monitoring, and scheduling special inspections and/or the services of survey and materials testing consultants.

Traffic Control

The Construction Inspector will thoroughly review the traffic control plan prior to beginning the project. The traffic control plan will be the basis for verifying compliance when reviewing the Contractor's traffic control measures and maintenance throughout the duration of the project. Any potential concerns with the traffic control plan will be brought to the attention of the City prior to approval of the plan by the City's Traffic Control Division. At a minimum, the Construction Inspector will review the traffic control daily after it is mobilized to verify it is being maintained intact and as designed and that traffic control devices have not been tampered with or disturbed from their intended positions.

Daily Inspection Reports

Daily reports will be prepared by the Construction Inspector for each day on the project. The daily report will contain a written summary of work completed and all construction activities occurring at the site. The summary will contain specific times and durations that work or events occurred. The daily report will also document weather conditions; drawing and specification references for work completed; traffic control measures taken by the Contractor; quantity of materials used; quantity of materials not used yet stored on site; equipment on site and whether the equipment was used; time that equipment was used on the project; and the names, labor classifications, and hours worked for all Contractor employees. Detailed descriptions will be provided to document any conversations with the Contractor's Field Superintendent or other Contractor Personnel, directives given to the Contractor, non-compliance notices issued, any construction issues identified by the Contractor, and any visitors to the project site and their purpose for being there. The Construction Inspector will make notations in the daily report regarding the safety measures employed by the Contractor; any safety

concerns, violations, or deficiencies noticed; and action taken by the Contractor to correct them. The daily report will also contain notations regarding potential conflicts that may result in a request by the Contractor for a contract change order. If no issue or conflict is discovered for a particular day, the Construction Inspector will note that in the report. Time noted and dated photographs of construction activities will be included in the daily report. Sketches, drawings, or details will be prepared as necessary to explain and document daily construction activities, and will be included in the daily report. Daily reports will be completed the same day the inspections are conducted to ensure the accuracy and completeness of the report.

Materials and Equipment Delivery Compliance

A critical responsibility of the Construction Inspector will be to obtain materials certifications prior to delivery, or at point of delivery at the project site; for example, mill certifications for reinforcement steel, delivery tickets for asphalt concrete and Portland cement concrete. The Construction Inspector will verify that the certification documentation complies with the specifications and the associated submittal/shop drawing prior to permitting the Contractor to incorporate such material or equipment into the work. Additionally, certain material and equipment will be required to pass testing specified by the Contract Documents. The Construction Inspector will verify evidentiary documentation of compliant test results prior to approving delivery of such material. AKM will immediately notify the City of any noncompliant testing results or the lack of evidentiary documentation for material or equipment compliance, with recommendations for either corrective action or replacement. The Construction Management Team will coordinate with the City, Design Engineer and/or any regulatory agencies having jurisdiction, to determine if any remedial measures may be undertaken to bring the work, material or equipment within compliance and present such measures to the City, or to determine if the work must be rejected in its entirety.

Schedule Management

The baseline CPM schedule will be the barometer from which Contractor's performance will be evaluated. During the preconstruction phase of the project, the Contractor will be required to submit a baseline CPM schedule. During this period AKM will review the schedule for the overall feasibility and duration of specific activities as well as evaluate interrelated activity constraints and tabulations of predecessor and successor activities. AKM will also verify that the schedule accurately reflects the actual time of completion for completed work and work in progress. The Contractor's submittal schedules will be reviewed to verify that the schedule is reasonable and consistent with the overall construction schedule. AKM will notify the Contractor of errors and inaccuracies in the schedules and require revisions. AKM will also identify upcoming construction issues through the review of the schedule and bring such issues to the attention of the City immediately. Project elements which may impact the local community will also be preemptively identified and addressed through a cooperative effort with the City and the Contractor if necessary. The Construction Inspector will log total working days charged to the CPM schedule activity codes on a daily basis. Such daily tracking will allow AKM to preemptively identify potential delays or project problems. When critical activities approach their completion dates, or when non-critical activities begin to use up the allotted float, AKM will immediately bring such issues to the attention of both the City and the Contractor. Such schedule issues will proactively be discussed during progress meetings or if necessary, special scheduling meetings to determine causes of potential or actual delays as well as solutions to avoid delays or account for time lost due to a delay.

Progress Payment Review

The Construction Inspector will review the completed work quantities on a monthly basis with the Contractor's Field Superintendent and/or Project Manager at the project site. The Construction Inspector will track material quantities as delivered and installed on a daily basis. Such quantity documentation will serve as the basis for determining equitable progress payment percentages. The Construction Inspector will review the Contractor's updated as-built drawings at this time. The Contractor will then submit a progress payment request on a form acceptable to the City to AKM for approval including any and all required paperwork. AKM will review the payment request for accuracy and completeness and review any other required paperwork such as certified payroll reports, statements of compliance and updated progress schedules. If AKM discovers errors, the Contractor will be notified for corrections. Once the payment request and all required paperwork are correct, AKM will forward them to the City with a statement of AKM's recommendation for payment.

Change Order, Claims and Dispute Management

During the course of the project AKM will interpret and enforce the requirements of the Contract Documents. The Construction Inspector will preemptively monitor for potential conflicts that may result in a contract change order. Daily notations of any conflicts observed or potential contract change orders will be made in the daily reports noting the time of a dispute, time of notification by the Contractor and of any action taken by the Construction Inspector. Detailed accounts of any disputes with the Contractor relating to the project scope of work will also be documented in the daily report. AKM will immediately notify the City in writing when a conflict, dispute, design problem and/or potential contract change order arises. Contract change order proposals and/or claims will be received by the Construction Inspector and reviewed for merit and reasonableness of cost. The change order or claim will also be forwarded to the City for review and comment. If the change order or claim request is determined to be meritorious through a cooperative effort with the City, AKM will prepare a written justification for the contract change order including a schedule impact analysis, cost estimate, a detailed description of the extra work, background information surrounding the issue, resolution alternatives and recommendations for action by the City. AKM will not authorize work without conference with and prior written approval by the City. Final agreements for resolution of claims will be in writing between the City and the Contractor.

Time & Materials Work

Should the City authorize any additional work on a time and materials basis (T&M) AKM will diligently track the actual costs of the work by keeping daily records of the labor, material, equipment and the hours each laborer worked and each piece of equipment was used in the prosecution of the T&M work. AKM will carefully distinguish the time, labor, materials and equipment used for the prosecution of the T&M work, from contract work so not to include any cost covered under the contract bid amount. The Construction Inspector will use this record keeping to verify the Contractor's records and once agreement is reached, the Construction Inspector will sign the Contractor's T&M form.

Noncompliant and Defective Work

The Construction Inspector will track when major items of work and detailed schedule activities are completed and confirm that these activities have been completed in accordance with the Contract Documents. When it is determined that the Contractor's work in progress or completed work to be deficient and not in conformance with the contract requirements, or that the Contractor has refused to comply with the Contract, a non-compliance notice will be issued. The Contractor's Field Superintendent will immediately be verbally notified of the non-compliance and the requirement for corrective action to be taken. AKM will follow up with a written notice, sent to the Contractor's Project Manager. The form will reference the date and time the non-compliance was determined, the name of the Field Superintendent who was notified, sections of the project specifications and/or pages of the plans that substantiate the non-compliance, a thorough description of the non-compliance, how the work was determined to be non-compliant (inspection, testing, or other means), the estimated value of the non-complying work and if the work is defective and is to be repaired/corrected or if the work is rejected and must be removed and replaced with work complying with the plans, specifications and all applicable regulations.

Punch Lists

During the course of construction, AKM will keep a running list of issues and corrections requiring resolution. The list will include a description of the issue, date the issue or was first observed, and date the issue was resolved. The goal of the list will be to create a real-time punch list to resolve issues prior the end of the project and minimize the size of final punch lists. Once the Construction Inspector determines the Project has reached completion, the City will be notified and a final inspection/walk through will be recommended to ascertain any unfinished work or corrections to be made. It is anticipated that the final inspection/walk through will include City Engineering staff, City operations staff and AKM. Based on the findings and results of the final inspection/walk through, AKM will develop a final punch list of work to be completed and/or corrected. At the time the punch list is submitted to the Contractor, AKM will obtain the Contractor's schedule for completing the punch list. AKM will conduct scheduled inspections based on the Contractor's punch list completion schedule and verify that all items are complete. Once all items have been completed, AKM will recommend final acceptance to the City.

SCHEDULE OF COMPENSATION

AKM's proposed Staff Hours and Total Fee is presented below. It has been prepared to properly address the project's detailed scope of services and assumptions contained in our proposal. Should the scope of services significantly change, we will be happy to discuss the necessary changes in services with the City and make any required adjustments to our budget and schedule.

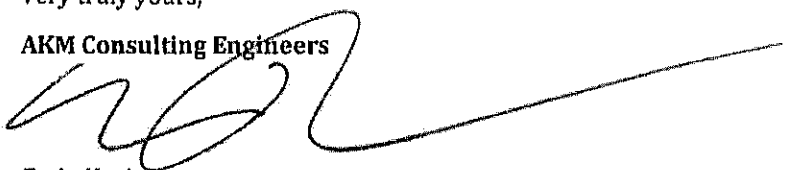
The labor rate, invoiced expense markup are pursuant to AKM's current rate schedule which is attached hereto. Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Mileage will be invoiced at \$0.65/mile.

City of Stanton Thunderbird Lane Sewer and Street Improvements (Inspection) Revised Proposal - July 17, 2017				
		Hours	Rate	Total Cost
1	Project Manager	28	\$170	\$4,760
2	Senior Construction Inspector	320	\$130	\$41,600
3	Administrative Support	12	\$70	\$840
4	Geotechnical and Materials Testing (Ninyo and Moore)			\$7,000
Total Hours		360		
Total Cost				\$54,200

We thank you in advance for the opportunity to present our Proposal to the City of Stanton. Should you have any questions regarding its contents or require additional information please do not hesitate to contact the undersigned.

Very truly yours,

AKM Consulting Engineers



Emin Kayiran

Senior Construction Manager



Mr. Larry Ruddel

Role: Senior Construction
Inspector

Professional Registration

NACE Coating Inspector

Level 1 CIP #23302;

NASSCO CIPP 514-0201365;

Public Works Inspection

(Palomar); CA DOHS Grade

D1 Water Distribution;

American Concrete Institute

Field Testing Technician

Grade 1; NEC Bonding and

Grounding; Cal OSHA 10

Hour Competent Person;

Flagging and Traffic

Control

Years of Experience: 19+

Years with AKM: 1

Mr. Ruddell has over 20 years of experience in the engineering and construction industry. He has worked for a water district starting in operations and maintenance, and then transitioning to Senior Engineer Inspector. He has extensive experience in inspecting and managing the construction of facilities in the area of water, sewer, and recycled water including pipelines, sewer lift stations, reservoirs, PRV stations, and booster pump stations. He has planned and executed system shut downs to upgrade, repair, or replace overtaxed or failing water or sewer appurtenances. He has inspected and certified conformance of completed work including all backflow devices that are installed on new district and developer projects; a water filtration plant expansion (10 mgd – 20 mgd) supervising up to 30 subcontract employees throughout the duration of the 3.5 year contract; various sewer treatment plant upgrades, sewer pipelines, sewer lift stations, sewer forcemains, rehabilitation of existing sewer pipelines, laterals, manholes, wet wells, which also includes related items: inspection of coatings, painting, mechanical, structural, electrical, concrete, asphalt, fencing, irrigation, landscaping, and construction of three solar plant sites. He is able to resolve field and operational issues related to the construction of infrastructure projects through a very detailed knowledge of the systems' operational requirements, construction contractors means and methods, and by developing and maintaining good working relations with contractors, agency staff, and local agencies to effectively complete projects.

- **Promenade Mall Sewer Project, Temecula, CA** – Senior Inspector for approximately 9,000 LF of 8" SDR 35 sewer pipe for ring road and 2,000

LF of 8" VCP. Duties included coordination with developer and contractors, preparation of daily reports, photographic records, construction contract administration and compliance, and oversight of materials testing consultant.

- **Redhawk Development Sewer Project, Temecula, CA** – Senior Inspector for 3,000 LF of 8" SDR35 DIP for Home Depot and another 20,000 LF of sewer line for other commercial developments within the Redhawk development. Duties included coordination with developer and contractors, preparation of daily reports and photographs, construction contract administration and compliance, and oversight of materials testing consultant.
- **Various Development Projects, Temecula and Murrieta, CA** - Senior Inspector for multiple housing tract developments ranging from 2,000 LF to 7,000 LF of sewer and water line construction, fire hydrant and appurtenances, multiple sewer forcemain jobs, lift stations and collection systems. Duties included coordination with developer and contractors, preparation of daily reports and photographs, construction contract administration and compliance, and oversight of materials testing consultant.
- **Pressure Reducing Station Project, Temecula, CA** – Senior Inspector for a \$750,000 project for new pressure reducing stations for multiple housing tract developments. Duties included coordination with developer and contractors, preparation of daily reports and photographs, construction contract administration and compliance, and oversight of materials testing consultant.
- **Perris Water Filtration Plant Expansion, Perris, CA** – Senior Inspector for a \$5,000,000 treatment plant upgrade from 10 MGD to 20 MGD. Project features included UV light treatment system, chlorine contact tank, Zenon cassette filters, piping, CIP pre-treatment basin, buildings, concrete pads, SCADA, electrical and mechanical room upgrades. Duties included coordination with developer and contractors, preparation of daily reports and photographs, construction contract administration and compliance, and oversight of materials testing consultant.
- **New Recycled Watermain, Murrieta, Wildomar, and Lake Elsinore, CA** – Senior Inspector for a \$10,000,000 recycled feeder system. Project features included transmission booster pump stations (6 pumps) and 11 miles of 48" CMLC pipe, roadwork, paving, and utility relocations. Duties included coordination with developer and contractors, preparation of daily reports and photographs, construction contract administration and compliance, and oversight of materials testing consultant.

AKM CONSULTING ENGINEERS**RATE SCHEDULE****July 2017**

	2017
Principal	\$205
Principal Engineer	\$205
Project Manager	\$190
Project Engineer	\$185
Senior Construction Manager	\$175
Senior Engineer	\$175
Associate Engineer	\$135
Financial Analyst	\$100
Construction Manager	\$150
Staff Engineer	\$120
Senior Field Engineer / Inspector	\$130
Field Engineer / Inspector	\$120
Assistant Engineer	\$87
Senior Designer / Senior CADD Technician	\$90
Designer / CADD Technician	\$85
Administrative Support	\$75
Engineering Aide	\$55
Data / Word Processing	\$66
Office Support	\$55

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at \$0.65/mile. This schedule of rates is in effect until December 31, 2017, at which time it may be adjusted.

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any

insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 25, 2017

SUBJECT: **REQUEST FROM HORIZON AMBULANCE, INC., TO OPERATE AN
AMBULANCE TRANSPORTATION—MEDICAL SERVICES LOCATED
AT 1920 E. KATELLA AVENUE, SUITE K, ORANGE, CA 92867**

REPORT IN BRIEF:

Section 5.04.420 of the Stanton Municipal Code requires certain businesses, including Ambulance Service businesses, to obtain approval by the City Council prior to initiation of operations. Horizon Ambulance, Inc., is requesting City Council approval to provide ambulance services within the City of Stanton.

RECOMMENDED ACTION:

City Council approve the application of Horizon Ambulance, Inc., to provide ambulance services within the City of Stanton and authorize the issuance of a business license permit.

BACKGROUND:

Section 5.04.420 of the Stanton Municipal Code requires certain businesses to obtain approval from the City Council to operate within the City. The proposed ambulance service business falls under this requirement.

ANALYSIS/JUSTIFICATION:

The organization has submitted proper documentation as required in Section 5.04.580 and 5.44 of the Stanton Municipal Code, including a business license application, approval from the Emergency Medical Services Agency of the County of Orange and proof of insurance.

RECOMMENDED ACTION:

City Council approve the application of Horizon Ambulance, Inc., to provide ambulance services within the City of Stanton and authorize the issuance of a business license permit.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda process.

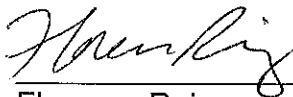
STRATEGIC PLAN OBJECTIVE ADDRESSED:

1 — Provide a Strong Local Economy.

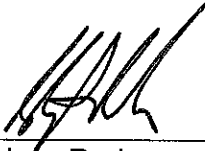
Prepared By:

Reviewed by:

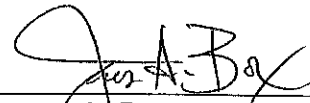
Approved by:



Florence Ruiz
Administrative Services
Supervisor



Stephen Parker
Administrative Services
Director



James A. Box
City Manager

Attachment: Business License Application



CITY OF STANTON
OUT OF CITY PROFESSIONAL CONSULTANT
APPLICATION FOR A BUSINESS CERTIFICATE

7800 Katella Ave., Stanton, CA 90680

(714) 890-4230 • Fax (714) 890-1443 • Website www.ci.stanton.ca.us

Business Name Horizon Ambulance Inc.
Business Owner Yessena Beard, Scott Beard
Business Address (#, Street, City, State, Zip Code) 1920 E. Katella Ave Suite K Orange CA 92867
Mailing Address
(if different from Business Address) _____
Business Phone 714 997-4262 Home Phone _____
Fax _____ Email _____
Home Address
(#, Street, City, State, Zip Code) _____

Type of Business (Provide a fully detailed description, attach additional sheets if necessary) Medical Services and Ambulance Transportation

Ownership Type ☒ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Other _____
If Corporation, List Officers and Titles Scott Beard / CEO Yessena Beard / Secretary

Federal/State Employer ID No. _____ State Sales Tax No. N/A
State License No. 2049 PP Class _____
Owner's Drivers License No. _____ Social Security No. _____
Opening Date at This Location _____ Social Security No. (Partnership) _____
☒ New Business ☐ New Owner (List Previous Owner) _____
☐ Business Name Change (List Previous Name) _____
☐ Address Change (List Previous Address) _____
☐ Legal Status Change _____ ☐ Other _____

I declare under the penalties of perjury that this application and any attachments thereto, have been examined by me and to the best of my knowledge and belief represent a true, correct and complete statement of facts.

☒ Under penalty of perjury, I declare that this business entity or ownership has not been convicted of any criminal offense which directly relates to the operation of the same type of business as desired in Stanton. I understand any violation in the last three years shall be grounds for denial or revocation.

Applicant's Signature [Signature] Date 2-11-17

FOR OFFICE USE ONLY

Bus. No.	Chair(s)	Employee(s)	B/L Fee	\$40
Lic. Type	Bus. Type	SB-1186 \$1 IFC Fee	App. Review	\$110
Additional Approval by	Home Occ.	Other		
Remarks		Total:		

Copy of
☐ Fict. Business Statement (DBA)
☐ Sellers Permit
☐ Articles of
☐ Statement of Info
☐ Medical License
☐ Authorization Letter (Notarized)
☐ Other _____

INVESTIGATION FOR COMPLIANCE

CUP? _____ Zoning _____ Comments _____

Planning Approval _____ Date _____ ☐ FOG Approval (if applicable) _____ Date _____
☐ Hold for Tenant Improvements ☐ Building Approval (if applicable) _____ Date _____



**STATE OF CALIFORNIA
LABOR AND WORKFORCE DEVELOPMENT AGENCY
WORKERS' COMPENSATION DECLARATION**

The State of California passed AB 3251 in September 1992, with an effective date of January 1, 1993. The bill requires every employer who applies for or RENEWS a business license must provide proof of valid workers' compensation insurance or proof of compliance with self-insurance provisions.

Please complete the form below and return it with your license forms and payment. Your cooperation is appreciated. If you have any questions, please contact the Labor and Workforce Development Agency at (916) 653-9900.

AB 3251 SEC. 2 SECTION 371.1 of the Labor Code is amended to read:

371.1 (a) Every employer who applies for any license or for renewal of any license for a business issued to pursuant to Section 37101 of the Government Code or Section 7284 of the Revenue and Taxation Code shall complete and sign a declaration that states the following:

WORKERS' COMPENSATION DECLARATION

I hereby affirm, under penalty of perjury, one of the following declarations:



I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700, for the duration of any business activities conducted for which the license is issued.



I have and will maintain workers' compensation insurance, as required by Section 3700 for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance carrier and policy number are:

Carrier

STATE NATIONAL INSURANCE COMPANY, INC.

Policy Number

Expiration Date



I certify that in the performance of any business activities for which this license is issued I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Applicant Signature

Date

7-11-2017

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIC FINES UP TO \$100,000 IN ADDITION TO THE COST OF COMPENSATION, DAMAGES, INTEREST AND ATTORNEY'S FEES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE.

Business Name

Horizon Ambulance Inc.

Business Owner

Yessena Beard

Phone

714 997-4262

Business Address

1920 E. Katella Ave Suite K Orange CA 92667

July 11, 2017

City of Stanton
7800 Katella Ave
Stanton, CA 90680

To Whom It May Concern,

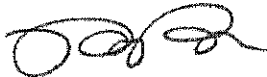
Horizon Ambulance is in the process to obtain a City of Stanton Business License. Horizon is a State CHP and County Healthcare Agency licensed ambulance service that has operated in the County of Orange since beginning our operations in 2012.

We are seeking our City Business License to perform our core services which are basic and advanced life support ambulance transport services for patients between medical facilities. Our specific business model does not have us participating in the provision of 911-ambulance response work that is performed by CARE Ambulance under contract with the County of Orange.

Copies of our County, CHP State company, and seven CHP vehicle licenses are included with our application. We service the northwest and central regions of the County with our seven ambulance units and any one of them may be utilized for the provision of ambulance services under our city license.

Our Operations Manager, Patrick Powers, is available to answer any questions and assist with any further needs in completing the business licensing process.

Thank you,

A handwritten signature in black ink, appearing to read 'Patrick Powers', with a stylized, flowing script.

Patrick Powers
Operations Manager
Horizon Ambulance Inc.



HORIAMB-01

KSHERBON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2017

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

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

PRODUCER
Der Manuel Insurance & Financial Services, Inc.
548 W Cromwell Ave Ste 101
Fresno, CA 93711

CONTACT NAME: Katie Sherbon, CISR
PHONE (A/C, No, Ext): (559) 447-4600 342 **FAX (A/C, No):** (559) 447-4586
E-MAIL ADDRESS: ksherbon@dmig.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hiscox Insurance Company, Inc

INSURER B: Scottsdale Insurance Company

41297

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Horizon Ambulance, Inc.
Scott Beard
1920 E. Katella Ave Unit K
Orange, CA 92667

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	MEO1828075.16	10/14/2016	09/26/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAS0102637	09/26/2016	09/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse/Molestation		MEO1828075.16	10/14/2016	09/26/2017	Ea. Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Regarding: Business Certificate

CERTIFICATE HOLDER

CANCELLATION

City of Stanton
7800 Katella Ave.
Stanton, CA 90680

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2017

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

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

PRODUCER Plymouth Insurance Agency, Inc. 2739 US Highway 19 North Holiday, FL 34691	CONTACT NAME:		
	PHONE (A/C No. Ext): 1-800-966-5562	FAX (A/C No.):	
INSURED South East Personnel Leasing, Inc. (LCF) Horizon Ambulance, Inc. 2739 US Highway 19 North Holiday, FL 34691	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State National Insurance Company, Inc.		12831
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMPOP AGG \$
						\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		CWC71949-0874	1/1/2017	1/1/2018	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A			X YWC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$ \$1,000,000

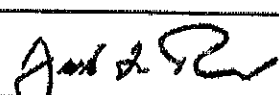
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(California Operations Only) Coverage is extended to leased employees as approved and assigned by South East Personnel Leasing, Inc. but not subcontractors or nonleased employees of: Horizon Ambulance, Inc.

FOR BID PURPOSES ONLY

ISSUE 01-05-17 (TD) REISSUE 01-11-17 (RK) REISSUE 03-24-17 (RK)

CERTIFICATE HOLDER

CANCELLATION

Horizon Ambulance, Inc. 1920 E Katella Ave, Unit K Orange, CA 92867	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



State of California
Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FK81319

FILED

In the office of the Secretary of State
of the State of California

APR-03 2017

1. CORPORATE NAME

HORIZON AMBULANCE, INC.

2. CALIFORNIA CORPORATE NUMBER

C3388624

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

04/03/2017 YESSSENIA BEARD

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

SECRETARY

TITLE

Yessenia Beard
SIGNATURE

SI-200 (REV 01/2013)

APPROVED BY SECRETARY OF STATE



I hereby certify that the foregoing
transcript of 1 page(s)
is a full, true and correct copy of the
original record in the custody of the
Commonwealth Secretary of State's office.

JUN 27 2011

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State

3388624

ARTICLES OF INCORPORATION

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JUN 27 2011

I.

The name of this Corporation is **Horizon Ambulance, Inc.**

II.

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the **General Corporation Law** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California corporation code.

III.

The name and address of the Corporation's initial agent for service of process is:

Dana Neal
17323 Calle Rio Vista
Moreno Vally, CA 92551

IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares, which this Corporation is authorized to issue, is 100,000 shares.

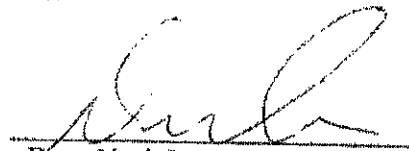
V.

The liability of the Directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

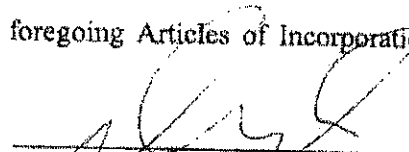
VI.

The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the Corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits of such excess indemnification set forth in Section 204 of the Corporation Code.

Dated: June 24, 2011


Dana Neal, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, Which execution is my act and deed.


Dana Neal, Incorporator

Dated: June 24, 2011



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**EMERGENCY AMBULANCE
NON-TRANSFERABLE LICENSE**
CHP 360A (REV. 01-00) OPI 062

SERVICE NAME AND PHYSICAL ADDRESS (only if different from below)

HORIZON AMBULANCE, INC.

1920 EAST KATELLA AVENUE, UNIT K
ORANGE, CA 92856-

SERVICE NAME AND MAILING ADDRESS

HORIZON AMBULANCE, INC.

1920 EAST KATELLA AVENUE, UNIT K
ORANGE, CA 92856-

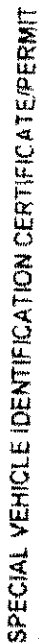
Attention: JORDAN SPECK, GENERAL MGR.

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
2049	2049	11/28/2016	1/27/2017	1/26/2018
CHP CARRIER NUMBER	LOCATION	<input type="checkbox"/> Duplicate <input type="checkbox"/> Initial	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Renewal	
CA	675			

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed within the 30-day period prior to the expiration date indicated above.

Ambulance operations must cease immediately upon expiration of this license. THERE IS NO GRACE PERIOD FOR A LICENSED ACTIVITY. The Department will accept an application for renewal during the 30-day period following the license expiration date provided all required documentation is complete and accompanied by the initial license fee of \$200.00. For license information contact CHP, Research and Planning Section at (916) 843-3440.



陳其南

CWP Certificate/Permit Number: 2049-13295

SQUEL 11272017 EXPRES 112612018

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2
4

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[illegible]

VEHICLE YEAR AND MAKE 13 FORDE 350
VEHICLE LICENSE NO. 4920IM1
VIN 1FDS33E00D0813103

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[illegible]

HORIZON AMBULANCE, INC.

1920 EAST KATELLA AVENUE, UNIT K
ORANGE, CA 92856-

JOHN W. HARRIS, JR.

This certificate is valid for a period of 12 months from the date of issue. It shall be carried in the vehicle at all times. It is not transferable and shall be surrendered to the C.M.P. upon demand or as required by regulation.



SPECIAL VEHICLE IDENTIFICATION CERTIFICATE/PERMIT

(REV. 03-00) (REV. 4-11) (P. 002)

CHP Certificate/Permit Number 2049-13442

ISSUED 1/27/2017 EXPIRES 1/26/2018

CHP AREA 075

AREA

INITIAL

REPLACEMENT

CERTIFICATE

RENEWAL

✓

✓

✓

✓

APPROVED LAB. CERTIFICATE

VEHICLE YEAR AND MAKE 14 FORD E 350

VEHICLE IDENTIFICATION 00040P1

VIN 1FDSS3ELXEDA38290

*Authorized Personnel Only: Vehicle Permit issued pursuant to Vehicle Code Section 2416(a)

NAME AND MAILING ADDRESS

HORIZON AMBULANCE, INC

1920 EAST KATELLA AVENUE, UNIT K

ORANGE, CA 92656

PROPERTY OF CALIFORNIA HIGHWAY PATROL

This certificate/permit, or a facsimile thereof, shall be carried in the vehicle at all times. It is non-transferable and shall be surrendered to the CHP upon demand or as required by regulation.

17



SPECIAL VEHICLE IDENTIFICATION CERTIFICATE/PERMIT

CHP 201 (REV 6/2016)

CHP AREA 675

CHP Certificate/Permit Number 2049-13518

ISSUED: 1/27/2017 EXPIRES: 1/26/2018

AREA

INITIAL

REPLACEMENT

COPYRIGHT

GENERAL

✓

✓

ARMED AND DANGEROUS VEHICLE PERMIT

ARMED AND DANGEROUS VEHICLE PERMIT

VEHICLE YEAR AND MAKE 14 FORD E 350

VEHICLE LICENSE NO 00043P1

VIN 1FDSS3JL4EDA38916

Authorized Emergency Vehicle Permit issued pursuant to Vehicle Code Section 26150.4

NAME AND MAILING ADDRESS

HORIZON AMBULANCE, INC

1920 EAST KATELLA AVENUE, UNIT K

ORANGE, CA 92666

PROPERTY OF CALIFORNIA HIGHWAY PATROL

This certificate/permit, or a facsimile thereof, shall be carried in the vehicle at all times. It is non-transferable and shall be surrendered to the CHP upon demand or as required by regulation.



SPECIAL VEHICLE IDENTIFICATION CERTIFICATE/PERMIT
CHP REG 2402, 3/9/02

CHP AREA 675

CHP Certificate/Permit Number 2049-13705

ISSUED 11/27/2017 EXPIRES 11/26/2018

AREA

INITIAL

DUPLICATE

REPLACEMENT ☒ RENEWAL ☒

☒ VEHICLE IDENTIFICATION CERTIFICATE
☐ AUTHORIZED EMERGENCY VEHICLE PERMIT

ARMED CAR CERTIFICATE

VEHICLE YEAR AND MAKE 14 FORD E 350

VEHICLE LICENSE NO. 01437P1

VIN 1F0SS3E19EDA38930

*Authorized Emergency Vehicle Permit issued pursuant to Vehicle Code Section 24016.4

ISSUED AND RENEWED BY: CHP 17

HORIZON AMBULANCE, INC.

1920 EAST KATELLA AVENUE, UNIT K
ORANGE, CA 92656.

PROPERTY OF CALIFORNIA HIGHWAY PATROL

This certificate/permit, or a facsimile thereof, shall be carried in the vehicle at all times. It is non-transferable and shall be surrendered to the CHP upon demand or as required by regulation.

17



SPECIAL VEHICLE IDENTIFICATION CERTIFICATE/PERMIT

CHP 301 (REV. 4/2014) (10/2)

CHP AREA 675

CHP Certificate/Permit Number 2049-13734

ISSUED 11/27/2017 EXPIRES 11/26/2018

AREA

INITIAL

REPLACEMENT ☒

CHP DATE

PERMIT DATE

ARMED/AR-CERTIFICATE

☒ YES ☐ NO

ALL INFORMATION ON THIS PERMIT IS FOR OFFICIAL USE ONLY

VEHICLE YEAR AND MAKE 14 FORD E 350

VEHICLE LICENSE NO 59561U1

VIN 1FDSS3EL2EDB07070

*Authorized Emergency Vehicle Permit issued pursuant to Vehicle Code Section 21610.1

NAME AND MAILING ADDRESS

HORIZON AMBULANCE, INC.

1920 EAST KATELLA AVENUE, UNIT K

ORANGE, CA 92656

PROPERTY OF CALIFORNIA HIGHWAY PATROL

This certificate/permit or a facsimile thereof shall be carried in the vehicle at all times. It is non-transferable and shall be surrendered to the CHP upon demand or as required by regulation.

17



CHP
CALIFORNIA HIGHWAY PATROL

SPECIAL VEHICLE IDENTIFICATION CERTIFICATE/PERMIT

CHP AREA 679

CHP Certificate/Permit Number 2049-13848

ISSUED 1/27/2017 EXPIRES 1/26/2018

AREA

INITIAL

COPY DATE

REPLACEMENT ☒ RENEWAL ☒

☒ AUTHORIZED TO DRIVE IN THE STATE

ARMED CAR CERTIFICATE

ALL INFORMATION ON THIS VEHICLE PERMIT

VEHICLE YEAR AND MAKE 14 FORD E 350

VEHICLE LICENSE NO 5995001

VIN 1FDSS3EL7EDB07078

*Authorized Emergency Vehicle Permit issued pursuant to Vehicle Code Section 415.5

NAME AND MAILING ADDRESS

HORIZON AMBULANCE, INC.

1920 EAST KATELLA AVENUE, UNIT K

ORANGE, CA 92856-

PROPERTY OF CALIFORNIA HIGHWAY PATROL

This certificate, permit, or a facsimile thereof, shall be carried in the vehicle at all times. It is non-transferable and shall be surrendered to the CHP upon demand or as required by regulation.

17



SPECIAL VEHICLE IDENTIFICATION CERTIFICATE/PERMIT

CHP AREA 47E

CHP Certificate/Permit Number 2049-14127 ISSUED 1/27/2017 EXPIRES 1/26/2018 AREA 47E
INITIAL CHIEF OF POLICE
REPLACEMENT ☒ NEW ☐ RE-ENTRY
VEHICLE YEAR AND MAKE 2017 CA FORD F-350
VEHICLE IDENTIFICATION NUMBER 1F1503E1DE14775

*Authorized Emergency Vehicle Permit issued pursuant to Vehicle Code Section 17500

NAME AND MAILING ADDRESS

HORIZON AMBULANCE, INC.

1920 EAST KATELLA AVENUE, UNIT K
ORANGE, CA 92656

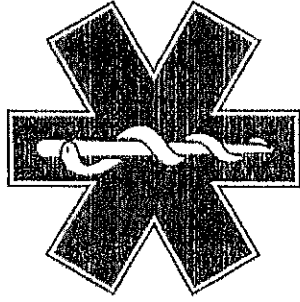
PROPERTY OF CALIFORNIA HIGHWAY PATROL

This certificate/permit or a facsimile thereof shall be carried in the vehicle at all times. It is non-transferable and shall be surrendered to the CHP upon demand or as required by regulation.

17



*County of Orange
Ambulance License*



Horizon Ambulance

Address: 1920 East Katella Ave. Suite K
Orange CA 92867

Issued: January 1, 2017

Expires: December 31, 2017

Fee: \$1,763.00

May operate an ambulance service in the unincorporated areas of the County of Orange and the cities of Anaheim, Brea, Buena Park, Costa Mesa, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Palma, Los Alamitos, Newport Beach, Orange, Santa Ana, Tustin, and Westminster.

Samuel J. Stratton

Samuel J. Stratton, MD, MPH, Medical Director
Emergency Medical Services Agency

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 25, 2017

SUBJECT: **TOLLING AGREEMENT FOR LOVELY MESSAGE (10450 BEACH BOULEVARD #115)**

REPORT IN BRIEF:

Consideration of a Tolling Agreement for Lovely Message located at 10450 Beach Boulevard #115.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under 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. Approve the Tolling Agreement for Lovely Message; and
3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure compliance with the Tolling Agreement.

BACKGROUND:

On May 17, 2017, the Planning Commission held a public hearing to consider Conditional Use Permit C16-22 to allow for the continued use of a massage establishment at 10450 Beach Blvd. #115, known as Lovely Message. At the conclusion of the public hearing, the Planning Commission voted to deny the Conditional Use Permit. Within the 10-day appeal period, the operator of Lovely Message, Ms. Truc Su filed an appeal of the Planning Commission's action to deny CUP No. C16-22. After filing the appeal, the applicant approached the City with a proposal to place the business under a form of probation rather than denying the permit outright. In response, City staff, including the City Attorney's Office, negotiated with the appellant, and the parties agreed to points that are memorialized in a proposed Tolling Agreement for the City Council's consideration (Attachment 1).

ANALYSIS/JUSTIFICATION:

The intent behind the proposed Tolling Agreement is to allow the massage establishment to continue operating under strict circumstances designed to protect the health, welfare, and safety of the surrounding businesses and the City's residents. Generally, the Tolling

Agreement provides a two-year period for the massage establishment to operate without a conditional use period. In that two-year period, the City would monitor whether any "serious violations" occur on the premises.

The following is a list of actions that the proposed Tolling Agreement deems a "serious violation":

- Evidence of sexual acts being performed on the premises, including evidence of solicitation of sexual acts on the premises by the business owner, employee, technician, or independent contractor.
- Failure to have a massage therapist with a valid California Massage Therapy Council ("CAMTC") certificate and City Business License on the premises when the business is open for operation.
- Evidence that a Massage Therapist has or is providing massage services without a valid CAMTC certificate and City Business License.
- Evidence that the business or employees of the business are obstructing the City's ability to inspect the establishment.
- Alcoholic beverages and/or illegal drugs are found anywhere on the premises.
- Evidence of exposure of specified anatomical areas to another person by an employee or the applicant/operator.
- Massage establishment is found to be operating outside the hours of operation permitted by the Stanton Municipal Code.
- Upon inspection, the City identifies a person associated with the business is found to be in violation of the attire requirements as identified in the Stanton Municipal Code.

If the City identifies that a serious violation has occurred, an administrative citation would be issued. If the citation is not contested, that is evidence that the business owner accepts fault and liability, and accepts termination of the Tolling Agreement. Thereafter, the massage establishment would be required to terminate operations within thirty (30) calendar days without any additional hearings or notices, including a hearing on the CUP appeal.

If the business appeals the citation, an administrative hearing with a third party hearing officer would be scheduled, through the normal procedures identified in the Stanton Municipal Code. The third party hearing officer would hear the case and render an independent decision. If the hearing officer found the business liable, the business would accept that determination and would not appeal the decision or require any additional hearings or notices, including a hearing on the CUP appeal. The business would then be subject to closure within thirty (30) calendar days.

The Tolling Agreement is designed to ensure the business operates in strict compliance with the municipal code. If the business is found liable for a single Serious Violation, the business would be subject to closure. In addition, by authorizing the Tolling Agreement, the City is not approving the Conditional Use Permit at this time. At the conclusion of the term of the Tolling

Agreement, if the business is not found liable of a Serious Violation, the City Council would hold a public hearing to consider the Conditional Use Permit application at that time.

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:

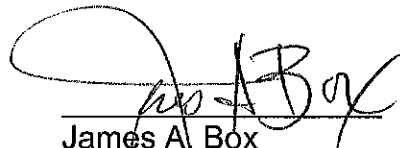
1 - Provide a safe community.

Prepared by,



Kelly Hart
Community & Economic
Development Director

Approved by,



James A. Box
City Manager

ATTACHMENTS

A. Tolling Agreement for Lovely Massage

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is entered into by and between the CITY OF STANTON, a California general law municipal corporation ("City"), on the one hand, and Ms. Truc Su, the business owner and operator of LOVELY MASSAGE, a massage establishment operating at 10450 Beach Blvd. #115, Stanton, CA 90680 ("Owner"), on the other hand. The parties may be referred to collectively as "Parties" and individually as "Party."

RECITALS

A. On November 17, 2016, Owner submitted an application for a conditional use permit to continue operating an existing massage establishment known as "Lovely Massage," at 10450 Beach Blvd. #115, Stanton, CA 90680 ("Massage Establishment"). The Parties agree that under the City's massage establishment regulations, codified in the Stanton Municipal Code ("SMC"), the Owner was legally and validly required to obtain a conditional use permit in order to continue operating the Massage Establishment at the Property.

B. On May 17, 2017, the City's Planning Commission held a public hearing to consider Conditional Use Permit C16-22 ("Conditional Use Permit") to allow for the continued operation of the Massage Establishment. At the conclusion of the public hearing, the Planning Commission voted to deny Conditional Use Permit because of alleged nuisance activities that occurred at the Massage Establishment.

C. Within the 10-day appeal period, the Owner of the Massage Establishment filed an appeal to the City Council of the Planning Commission's action to deny the Conditional Use Permit. The Owner disputes that nuisance activities occurred at the Massage Establishment. The Owner also indicated that it would appeal any adverse determination by the City Council on the Conditional Use Permit.

D. Notwithstanding the Parties' dispute regarding the alleged nuisance activities at the Massage Establishment, the Parties desire that the Massage Establishment continue to operate on a probationary period subject to strict compliance with the terms of this Tolling Agreement. Such strict compliance is to protect the health, welfare, and safety of the uses surrounding the Massage Establishment and the residents of the City.

E. It is not the purpose of this Agreement nor the intent of the Parties to confer upon Owner a Conditional Use Permit or massage establishment license to operate at the Massage Establishment property through this Agreement. Moreover, it is not the purpose of this Agreement nor the intent of the Parties to prejudge or prejudice full and fair hearing(s) on the merits of any discretionary land use entitlements related to the Massage Establishment.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals, which are made a part of this Agreement, the Parties agree as follows:

1. Term. This Agreement shall be effective as of July 25, 2017 ("Effective Date") and shall expire on July 25, 2019, unless earlier terminated as provided herein. The Parties agree that any time period, statute of limitations, notice period, hearings, or deadlines relating to (a) the Conditional Use Permit; (b) massage establishment license, as described in Stanton Municipal Code Chapter 5.16; (c) any notices required to be given in connection with the Conditional Use Permit or massage establishment license; and (d) any claims, statutes, statutes of limitations, laches, waiver or other defenses related to the matters referred to in clauses (a) or (b) of this sentence, shall be and hereby are tolled for the duration of this Agreement on the terms set forth herein.

2. Serious Violations. During the Term of this Agreement, the City shall have the right, but not the obligation, to cite the Owner or any of the Owner's representatives, agents, employees, or independent contractors for violations of the Stanton Municipal Code, including "Serious Violations." For purposes of this Agreement, "Serious Violations" shall include any of the following:

- a. Evidence of sexual acts being performed at the Massage Establishment or the display, storage, use or evidence of any instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities, as defined in SMC section 5.16.010, including, but not limited to, vibrators, dildos, condoms (regardless of state of use), condom wrappers (regardless of presence of condom) in any state whether intact, open, partially opened, or a partial wrapper, or any goods or items which are replicas of, or which simulate, specified anatomical areas, as defined in SMC section 5.16.010, or pornographic magazines, videos, or other material.
- b. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has solicited from or offered to a customer a specified sexual act, as defined in SMC section 5.16.010, or evidence that the Owner or operator has allowed a manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not to solicit from or offer to a customer a specified sexual act, as defined in SMC section 5.16.010, on the premises.
- c. Evidence that the Owner or operator has engaged in "disqualifying conduct," as defined in Stanton Municipal Code section 5.16.010, during the operation of the Massage Establishment at, or anywhere off of the Massage Establishment's premises.
- d. Evidence the Massage Establishment Owner or operator's manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has engaged in disqualifying conduct," as defined in Stanton Municipal Code section 5.16.010, during the operation of the Massage Establishment at the Massage Establishment.

- e. Failure to have at least one massage technician with a valid California Massage Therapy Council ("CAMTC") certificate and City Business License at the Massage Establishment when the Massage Establishment is open for operation. The Massage Establishment is deemed to be open within the stated hours of operation in the City's massage ordinances or the Massage Establishment's business narrative, the doors are open or unlocked for the public to gain access, or if the doors are locked and a person associated with the business opens the door to allow a member of the public into the establishment.
- f. Evidence that a Massage Establishment that any individual has or is providing massage services at the Massage Establishment without a valid CAMTC certificate and City Business License.
- g. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, is obstructing the City's ability to inspect the Massage Establishment while members of the public are present. Obstruction may be evidenced by any of the aforementioned individuals locking the Massage Establishment's business doors during operating hours, which prevents the City from inspecting the business, any of the aforementioned individuals refusing to answer questions from City inspectors, any of the aforementioned individuals hiding from inspectors or otherwise fleeing the premises during City inspections.
- h. Alcoholic beverages and/or illegal drugs are found anywhere at the Massage Establishment.
- i. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has exposed any of his or her specified anatomical areas, as defined in SMC section 5.16.010, to another person or persons while at the Massage Establishment.
- j. Evidence that the Massage Establishment is found to be operating outside of the hours of operation permitted by the SMC (9:00 a.m. to 10:00 p.m.). The Massage Establishment is deemed to be open for operation the doors are open or unlocked for the public to gain access, or if the doors are locked and a person associated with the business opens the door to allow a member of the public into the establishment.
- k. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, is found to be in violation of the attire requirements as identified in SMC section 20.400.190:
 - i. Wearing attire that is transparent, see-through, or substantially exposes the massage technician's undergarments.
 - ii. Wearing swim attire, if not providing a water-based massage modality approved by CAMTC.
 - iii. Dressing in a manner that exposes the massage technician's specified anatomical areas, as defined in SMC section 5.16.010.

- iv. Dressing in a manner that constitutes a violation of Section 314 of the Penal Code.
- v. Dressing in a manner that is otherwise deemed by CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California.

3. Action Upon Non-Serious Violation.

- a. Initial Inspection. Within fourteen (14) days of the Effective Date, the representatives of each Party will meet at the Massage Establishment so that the City may inspect the Massage Establishment. At this initial inspection, City shall identify any non-Serious Violations that exist at the Massage Establishment, and Owner shall be given forty-eight (48) hours to correct any non-Serious Violations, if any. City shall not cite the Owner for any non-Serious Violations, if any, if said corrections are made within that forty-eight (48) hour period.
- b. Subsequent Inspections. Following the Initial Inspection, City shall have the right, but not the obligation to cite the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, for non-Serious Violations. Any of the aforementioned individuals shall be authorized to appeal such citation for non-Serious Violation without being subject to the termination of this Agreement.

4. Action Upon Serious Violations.

- a. City Citations for Serious Violations. Upon the Effective Date, the City shall have the right, but not the obligation, to cite the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, for Serious Violations that occur on or after the Effective Date. Such citations for Serious Violations shall be given in accordance with SMC Ch. 1.12.
- b. Owner Rights Related to Citations for Serious Violations.
 - i. No Contest of Citation. Upon receiving a citation for a Serious Violation, the Owner may choose to accept such citation and admit to the fault of such citation without contesting the citation. If Owner does not contest the citation, then Owner agrees to permanently close the Massage Establishment within thirty (30) days of the citation date without any additional notices or hearings, including any hearing, appeal or otherwise, on the Conditional Use Permit. In the event Owner does not contest a citation for a Serious Violation under this subsection 4(b)(i), this Agreement shall terminate upon the expiration of the Owner's period to contest the citation, which is ten (10) calendar days after the issuance date of the citation.
 - ii. Contest of Citation. Upon receiving a citation for a Serious Violation, the Owner may choose to contest the citation and request an administrative

hearing pursuant to the procedure and timeframes provided in SMC section 1.12.090. Pursuant to SMC section 1.12.100, a hearing officer shall hear the case, and the burden of proof shall be on the Owner to prove that the Serious Violation did not occur. If the hearing officer upholds the contested citation in City's favor, then Owner shall accept the hearing officer's determination and shall not appeal the decision to any other authority including, without limitation, the City or any court of law. Moreover, Owner shall close the Massage Establishment within thirty (30) days of the hearing officer's decision without any additional notices or hearings, including any hearing, appeal or otherwise, on the Conditional Use Permit. In the event the hearing officer upholds the City's citation for a Serious Violation under this subsection 4(b)(ii), this Agreement shall terminate on the date of the hearing officer's decision.

- iii. City's Other Remedies. Notwithstanding the foregoing, if there is evidence that a Serious Violation occurred at the Massage Establishment, the City may, but does not have the obligation, to exercise its rights under SMC Ch. 1.10, by, among other things, bringing a criminal or civil action against the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, relating to the alleged Serious Violation(s).

5. Action Upon Expiration of Agreement. If this Agreement expires without the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, either (a) accepting fault for a Serious Violation, or (b) being subject to a hearing officer's determination that a Serious Violation occurred at the Massage Establishment during the Agreement's term, then the City shall hold an appeal hearing on the Conditional Use Permit within sixty (60) days of the Agreement's expiration. At any Conditional Use Permit appeal hearing following the expiration of this Agreement, Owner may inform the City Council that no fault of Serious Violations were accepted by the Owner during the Agreement Term, nor were any hearing officer determinations made that any Serious Violations occurred at the Massage Establishment.

6. Recording of Agreement. The Parties agree that the City may record this Agreement against the underlying property with the Orange County Clerk-Recorder as a Code Enforcement action.

7. Transfers of Massage Establishment business. Any ownership transfer of the Massage Establishment business to anyone other person or entity during the term of this Agreement automatically extinguishes this Agreement, and Owner and any of its successors, heirs, or assignees permanently waive and forfeit any right or claim to an appeal hearing on the Conditional Use Permit. The existence of this Agreement alone, shall not prevent a new owner or transferee from obtaining a conditional use permit or massage establishment license to operate a massage business at the property. However, the new Massage Establishment owner shall be subject to City conditional use permit and massage establishment licensing requirements. In the

course of processing a conditional use permit and/or massage establishment license for a new owner, the history of the Massage Establishment shall be taken into account by the City in determining whether to grant or deny such conditional use permit and/or massage establishment license. Prior to transferring the Massage Establishment, Owner shall provide City evidence that the Owner notified any potential transferee of this Agreement. Such evidence shall be a signed, notarized acknowledgement by the prospective new owner/transferee prior to the completion of the transfer that he or she has reviewed this Agreement and agrees to its terms.

8. Indemnification. Owner and any and all of its agents, representatives, heirs, successors, and assigns shall indemnify, protect, defend, and hold the City of Stanton, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all allegations, claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, legislative bodies, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul this Agreement on any grounds or for any reason, including, without limitation, under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Owner shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Owner of any Action brought and City shall cooperate with applicant in the defense of the Action. This Section 9 shall survive the expiration or termination of this Agreement.

9. Insurance. Upon fourteen (14) days of the Effective Date, Owner shall procure and maintain in full force and effect during the term of the Agreement Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement. The policy required by this Section 9 shall be endorsed to provide the following:

- a. Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.
- b. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Owner; or (4) contain any other exclusions contrary to the Agreement.

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

10. Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

11. Termination. The Parties may terminate this Agreement upon mutual agreement, memorialized in writing. The termination shall be deemed effective as set forth in such mutual agreement; if not specifically addressed therein, it shall be deemed effective as of the time such agreement is executed by both Parties.

12. Satisfaction of Statute. This Agreement is intended to satisfy California Code of Civil Procedure Section 360.5 and any other provision of law necessary to extend applicable statutes of limitations.

13. Advice of Counsel. The Parties have discussed this Agreement with their respective counsel and understand its terms and implications.

14. Authorized Signatories. The individuals signing this Agreement are authorized to sign on behalf of their respective Parties.

15. Counterparts. This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts, when taken together, shall have the same force and effect as if a single, original document had been signed by all of the Parties. For the purpose of executing this Agreement, a facsimile signature shall have the same force and effect as the original.

16. No Admission of Guilt or Fault. By entering into this Agreement, the Parties do not admit any fact or assume any liability of any kind.

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

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

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

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

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

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

DATED: _____, 2017.

CITY OF STANTON

By: _____
Carol Warren, Mayor

DATED: _____, 2017.

LOVELY MESSAGE

By _____
Owner and Operator

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 25, 2017

SUBJECT: **TOLLING AGREEMENT FOR TEMPTATION MASSAGE (11855 BEACH BOULEVARD)**

REPORT IN BRIEF:

Consideration of a Tolling Agreement for Temptation Massage located at 11855 Beach BOULEVARD.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under 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. Approve the Tolling Agreement for Temptation Massage; and
3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure compliance with the Tolling Agreement.

BACKGROUND:

On April 5, 2017, the Planning Commission held a public hearing to consider Conditional Use Permit C16-13 to allow for the continued use of a massage establishment at 11855 Beach Blvd., known as Temptation Massage. At the conclusion of the public hearing, the Planning Commission voted to deny the Conditional Use Permit. Within the 10-day appeal period, the operator of Temptation Massage, Mr. Van Ho filed an appeal of the Planning Commission's action to deny CUP No. C16-13. After filing the appeal, the applicant approached the City with a proposal to place the business under a form of probation rather than denying the permit outright. In response, City staff, including the City Attorney's Office, negotiated with the appellant, and the parties agreed to points that are memorialized in a proposed Tolling Agreement for the City Council's consideration (Attachment 1).

ANALYSIS/JUSTIFICATION:

The intent behind the proposed Tolling Agreement is to allow the massage establishment to continue operating under strict circumstances designed to protect the health, welfare, and safety of the surrounding businesses and the City's residents. Generally, the Tolling

Agreement provides a two-year period for the massage establishment to operate without a conditional use period. In that two-year period, the City would monitor whether any "serious violations" occur on the premises.

The following is a list of actions that the proposed Tolling Agreement deems a "serious violation":

- Evidence of sexual acts being performed on the premises, including evidence of solicitation of sexual acts on the premises by the business owner, employee, technician, or independent contractor.
- Failure to have a massage therapist with a valid California Massage Therapy Council ("CAMTC") certificate and City Business License on the premises when the business is open for operation.
- Evidence that a Massage Therapist has or is providing massage services without a valid CAMTC certificate and City Business License.
- Evidence that the business or employees of the business are obstructing the City's ability to inspect the establishment.
- Alcoholic beverages and/or illegal drugs are found anywhere on the premises.
- Evidence of exposure of specified anatomical areas to another person by an employee or the applicant/operator.
- Massage establishment is found to be operating outside the hours of operation permitted by the Stanton Municipal Code.
- Upon inspection, the City identifies a person associated with the business is found to be in violation of the attire requirements as identified in the Stanton Municipal Code.

If the City identifies that a serious violation has occurred, an administrative citation would be issued. If the citation is not contested, that is evidence that the business owner accepts fault and liability, and accepts termination of the Tolling Agreement. Thereafter, the massage establishment would be required to terminate operations within thirty (30) calendar days without any additional hearings or notices, including a hearing on the CUP appeal.

If the business appeals the citation, an administrative hearing with a third party hearing officer would be scheduled, through the normal procedures identified in the Stanton Municipal Code. The third party hearing officer would hear the case and render an independent decision. If the hearing officer found the business liable, the business would accept that determination and would not appeal the decision or require any additional hearings or notices, including a hearing on the CUP appeal. The business would then be subject to closure within thirty (30) calendar days.

The Tolling Agreement is designed to ensure the business operates in strict compliance with the municipal code. If the business is found liable for a single Serious Violation, the business would be subject to closure. In addition, by authorizing the Tolling Agreement, the City is not approving the Conditional Use Permit at this time. At the conclusion of the term of the Tolling

Agreement, if the business is not found liable of a Serious Violation, the City Council would hold a public hearing to consider the Conditional Use Permit application at that time.

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:

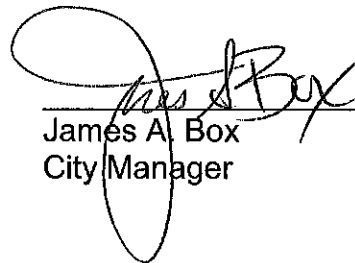
1 - Provide a safe community.

Prepared by,



Kelly Hart
Community & Economic
Development Director

Approved by,



James A. Box
City Manager

ATTACHMENTS

A. Tolling Agreement for Temptation Massage

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is entered into by and between the CITY OF STANTON, a California general law municipal corporation ("City"), on the one hand, and Mr. Van Le, the business owner and operator of TEMPTATION MASSAGE, a massage establishment operating at 11855 Beach Blvd., Stanton, CA 90680 ("Owner"), on the other hand. The parties may be referred to collectively as "Parties" and individually as "Party."

RECITALS

A. On August 23, 2016, Owner submitted an application for a conditional use permit to continue operating an existing massage establishment known as "Temptation Massage," at 11855 Beach Blvd., Stanton, CA 90680 ("Massage Establishment"). The Parties agree that under the City's massage establishment regulations, codified in the Stanton Municipal Code ("SMC"), the Owner was legally and validly required to obtain a conditional use permit in order to continue operating the Massage Establishment at the Property.

B. On April 5, 2017, the City's Planning Commission held a public hearing to consider Conditional Use Permit C16-13 ("Conditional Use Permit") to allow for the continued operation of the Massage Establishment. At the conclusion of the public hearing, the Planning Commission voted to deny Conditional Use Permit because of alleged nuisance activities that occurred at the Massage Establishment.

C. Within the 10-day appeal period, the Owner of the Massage Establishment filed an appeal to the City Council of the Planning Commission's action to deny the Conditional Use Permit. The Owner disputes that nuisance activities occurred at the Massage Establishment. The Owner also indicated that it would appeal any adverse determination by the City Council on the Conditional Use Permit.

D. Notwithstanding the Parties' dispute regarding the alleged nuisance activities at the Massage Establishment, the Parties desire that the Massage Establishment continue to operate on a probationary period subject to strict compliance with the terms of this Tolling Agreement. Such strict compliance is to protect the health, welfare, and safety of the uses surrounding the Massage Establishment and the residents of the City.

E. It is not the purpose of this Agreement nor the intent of the Parties to confer upon Owner a Conditional Use Permit or massage establishment license to operate at the Massage Establishment property through this Agreement. Moreover, it is not the purpose of this Agreement nor the intent of the Parties to prejudge or prejudice full and fair hearing(s) on the merits of any discretionary land use entitlements related to the Massage Establishment.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals, which are made a part of this Agreement, the Parties agree as follows:

1. Term. This Agreement shall be effective as of July 25, 2017 ("Effective Date") and shall expire on July 25, 2019, unless earlier terminated as provided herein. The Parties agree that any time period, statute of limitations, notice period, hearings, or deadlines relating to (a) the Conditional Use Permit; (b) massage establishment license, as described in Stanton Municipal Code Chapter 5.16; (c) any notices required to be given in connection with the Conditional Use Permit or massage establishment license; and (d) any claims, statutes, statutes of limitations, laches, waiver or other defenses related to the matters referred to in clauses (a) or (b) of this sentence, shall be and hereby are tolled for the duration of this Agreement on the terms set forth herein.

2. Serious Violations. During the Term of this Agreement, the City shall have the right, but not the obligation, to cite the Owner or any of the Owner's representatives, agents, employees, or independent contractors for violations of the Stanton Municipal Code, including "Serious Violations." For purposes of this Agreement, "Serious Violations" shall include any of the following:

- a. Evidence of sexual acts being performed at the Massage Establishment or the display, storage, use or evidence of any instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities, as defined in SMC section 5.16.010, including, but not limited to, vibrators, dildos, condoms (regardless of state of use), condom wrappers (regardless of presence of condom) in any state whether intact, open, partially opened, or a partial wrapper, or any goods or items which are replicas of, or which simulate, specified anatomical areas, as defined in SMC section 5.16.010, or pornographic magazines, videos, or other material.
- b. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has solicited from or offered to a customer a specified sexual act, as defined in SMC section 5.16.010, or evidence that the Owner or operator has allowed a manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not to solicit from or offer to a customer a specified sexual act, as defined in SMC section 5.16.010, on the premises.
- c. Evidence that the Owner or operator has engaged in "disqualifying conduct," as defined in Stanton Municipal Code section 5.16.010, during the operation of the Massage Establishment at, or anywhere off of the Massage Establishment's premises.
- d. Evidence the Massage Establishment Owner or operator's manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has engaged in disqualifying conduct," as defined in Stanton Municipal Code section 5.16.010, during the operation of the Massage Establishment at the Massage Establishment.

- e. Failure to have at least one massage technician with a valid California Massage Therapy Council ("CAMTC") certificate and City Business License at the Massage Establishment when the Massage Establishment is open for operation. The Massage Establishment is deemed to be open within the stated hours of operation in the City's massage ordinances or the Massage Establishment's business narrative, the doors are open or unlocked for the public to gain access, or if the doors are locked and a person associated with the business opens the door to allow a member of the public into the establishment.
- f. Evidence that a Massage Establishment that any individual has or is providing massage services at the Massage Establishment without a valid CAMTC certificate and City Business License.
- g. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, is obstructing the City's ability to inspect the Massage Establishment while members of the public are present. Obstruction may be evidenced by any of the aforementioned individuals locking the Massage Establishment's business doors during operating hours, which prevents the City from inspecting the business, any of the aforementioned individuals refusing to answer questions from City inspectors, any of the aforementioned individuals hiding from inspectors or otherwise fleeing the premises during City inspections.
- h. Alcoholic beverages and/or illegal drugs are found anywhere at the Massage Establishment.
- i. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has exposed any of his or her specified anatomical areas, as defined in SMC section 5.16.010, to another person or persons while at the Massage Establishment.
- j. Evidence that the Massage Establishment is found to be operating outside of the hours of operation permitted by the SMC (9:00 a.m. to 10:00 p.m.). The Massage Establishment is deemed to be open for operation the doors are open or unlocked for the public to gain access, or if the doors are locked and a person associated with the business opens the door to allow a member of the public into the establishment.
- k. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, is found to be in violation of the attire requirements as identified in SMC section 20.400.190:
 - i. Wearing attire that is transparent, see-through, or substantially exposes the massage technician's undergarments.
 - ii. Wearing swim attire, if not providing a water-based massage modality approved by CAMTC.
 - iii. Dressing in a manner that exposes the massage technician's specified anatomical areas, as defined in SMC section 5.16.010.

- iv. Dressing in a manner that constitutes a violation of Section 314 of the Penal Code.
- v. Dressing in a manner that is otherwise deemed by CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California.

3. Action Upon Non-Serious Violation.

- a. Initial Inspection. Within fourteen (14) days of the Effective Date, the representatives of each Party will meet at the Massage Establishment so that the City may inspect the Massage Establishment. At this initial inspection, City shall identify any non-Serious Violations that exist at the Massage Establishment, and Owner shall be given forty-eight (48) hours to correct any non-Serious Violations, if any. City shall not cite the Owner for any non-Serious Violations, if any, if said corrections are made within that forty-eight (48) hour period.
- b. Subsequent Inspections. Following the Initial Inspection, City shall have the right, but not the obligation to cite the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, for non-Serious Violations. Any of the aforementioned individuals shall be authorized to appeal such citation for non-Serious Violation without being subject to the termination of this Agreement.

4. Action Upon Serious Violations.

- a. City Citations for Serious Violations. Upon the Effective Date, the City shall have the right, but not the obligation, to cite the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, for Serious Violations that occur on or after the Effective Date. Such citations for Serious Violations shall be given in accordance with SMC Ch. 1.12.
- b. Owner Rights Related to Citations for Serious Violations.
 - i. No Contest of Citation. Upon receiving a citation for a Serious Violation, the Owner may choose to accept such citation and admit to the fault of such citation without contesting the citation. If Owner does not contest the citation, then Owner agrees to permanently close the Massage Establishment within thirty (30) days of the citation date without any additional notices or hearings, including any hearing, appeal or otherwise, on the Conditional Use Permit. In the event Owner does not contest a citation for a Serious Violation under this subsection 4(b)(i), this Agreement shall terminate upon the expiration of the Owner's period to contest the citation, which is ten (10) calendar days after the issuance date of the citation.
 - ii. Contest of Citation. Upon receiving a citation for a Serious Violation, the Owner may choose to contest the citation and request an administrative

hearing pursuant to the procedure and timeframes provided in SMC section 1.12.090. Pursuant to SMC section 1.12.100, a hearing officer shall hear the case, and the burden of proof shall be on the Owner to prove that the Serious Violation did not occur. If the hearing officer upholds the contested citation in City's favor, then Owner shall accept the hearing officer's determination and shall not appeal the decision to any other authority including, without limitation, the City or any court of law. Moreover, Owner shall close the Massage Establishment within thirty (30) days of the hearing officer's decision without any additional notices or hearings, including any hearing, appeal or otherwise, on the Conditional Use Permit. In the event the hearing officer upholds the City's citation for a Serious Violation under this subsection 4(b)(ii), this Agreement shall terminate on the date of the hearing officer's decision.

- iii. City's Other Remedies. Notwithstanding the foregoing, if there is evidence that a Serious Violation occurred at the Massage Establishment, the City may, but does not have the obligation, to exercise its rights under SMC Ch. 1.10, by, among other things, bringing a criminal or civil action against the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, relating to the alleged Serious Violation(s).

5. Action Upon Expiration of Agreement. If this Agreement expires without the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, either (a) accepting fault for a Serious Violation, or (b) being subject to a hearing officer's determination that a Serious Violation occurred at the Massage Establishment during the Agreement's term, then the City shall hold an appeal hearing on the Conditional Use Permit within sixty (60) days of the Agreement's expiration. At any Conditional Use Permit appeal hearing following the expiration of this Agreement, Owner may inform the City Council that no fault of Serious Violations were accepted by the Owner during the Agreement Term, nor were any hearing officer determinations made that any Serious Violations occurred at the Massage Establishment.

6. Recording of Agreement. The Parties agree that the City may record this Agreement against the underlying property with the Orange County Clerk-Recorder as a Code Enforcement action.

7. Transfers of Massage Establishment business. Any ownership transfer of the Massage Establishment business to anyone other person or entity during the term of this Agreement automatically extinguishes this Agreement, and Owner and any of its successors, heirs, or assignees permanently waive and forfeit any right or claim to an appeal hearing on the Conditional Use Permit. The existence of this Agreement alone, shall not prevent a new owner or transferee from obtaining a conditional use permit or massage establishment license to operate a massage business at the property. However, the new Massage Establishment owner shall be subject to City conditional use permit and massage establishment licensing requirements. In the

course of processing a conditional use permit and/or massage establishment license for a new owner, the history of the Massage Establishment shall be taken into account by the City in determining whether to grant or deny such conditional use permit and/or massage establishment license. Prior to transferring the Massage Establishment, Owner shall provide City evidence that the Owner notified any potential transferee of this Agreement. Such evidence shall be a signed, notarized acknowledgement by the prospective new owner/transferee prior to the completion of the transfer that he or she has reviewed this Agreement and agrees to its terms.

8. Indemnification. Owner and any and all of its agents, representatives, heirs, successors, and assigns shall indemnify, protect, defend, and hold the City of Stanton, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all allegations, claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, legislative bodies, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul this Agreement on any grounds or for any reason, including, without limitation, under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Owner shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Owner of any Action brought and City shall cooperate with applicant in the defense of the Action. This Section 9 shall survive the expiration or termination of this Agreement.

9. Insurance. Upon fourteen (14) days of the Effective Date, Owner shall procure and maintain in full force and effect during the term of the Agreement Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement. The policy required by this Section 9 shall be endorsed to provide the following:

- a. Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.
- b. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Owner; or (4) contain any other exclusions contrary to the Agreement.

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

10. Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

11. Termination. The Parties may terminate this Agreement upon mutual agreement, memorialized in writing. The termination shall be deemed effective as set forth in such mutual agreement; if not specifically addressed therein, it shall be deemed effective as of the time such agreement is executed by both Parties.

12. Satisfaction of Statute. This Agreement is intended to satisfy California Code of Civil Procedure Section 360.5 and any other provision of law necessary to extend applicable statutes of limitations.

13. Advice of Counsel. The Parties have discussed this Agreement with their respective counsel and understand its terms and implications.

14. Authorized Signatories. The individuals signing this Agreement are authorized to sign on behalf of their respective Parties.

15. Counterparts. This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts, when taken together, shall have the same force and effect as if a single, original document had been signed by all of the Parties. For the purpose of executing this Agreement, a facsimile signature shall have the same force and effect as the original.

16. No Admission of Guilt or Fault. By entering into this Agreement, the Parties do not admit any fact or assume any liability of any kind.

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

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

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

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

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

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

DATED: _____, 2017.

CITY OF STANTON

By: _____
Carol Warren, Mayor

DATED: _____, 2017.

TEMPTATION MASSAGE

By _____
Owner and Operator

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 25, 2017

SUBJECT: **TOLLING AGREEMENT FOR EDEN SPA (12108-12110 BEACH BOULEVARD)**

REPORT IN BRIEF:

Consideration of a Tolling Agreement for Eden Spa located at 12108-12110 Beach Boulevard

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under 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. Approve the Tolling Agreement for Eden Spa; and
3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure compliance with the Tolling Agreement.

BACKGROUND:

On May 3, 2017, the Planning Commission held a public hearing to consider Conditional Use Permit C16-16 to allow for the continued use of a massage establishment at 12108-12110 Beach Blvd., known as Eden Spa. At the conclusion of the public hearing, the Planning Commission voted to deny the Conditional Use Permit. Within the 10-day appeal period, the operator of Eden Spa filed an appeal of the Planning Commission's action to deny CUP No. C16-16. After filing the appeal, the applicant approached the City with a proposal to place the business under a form of probation rather than denying the permit outright. In response, City staff, including the City Attorney's Office, negotiated with the appellant, and the parties agreed to points that are memorialized in a proposed Tolling Agreement for the City Council's consideration (Attachment 1).

ANALYSIS/JUSTIFICATION:

The intent behind the proposed Tolling Agreement is to allow the massage establishment to continue operating under strict circumstances designed to protect the health, welfare, and safety of the surrounding businesses and the City's residents. Generally, the Tolling Agreement provides a two-year period for the massage establishment to operate without a

conditional use period. In that two-year period, the City would monitor whether any "serious violations" occur on the premises.

The following is a list of actions that the proposed Tolling Agreement deems a "serious violation":

- Evidence of sexual acts being performed on the premises, including evidence of solicitation of sexual acts on the premises by the business owner, employee, technician, or independent contractor.
- Failure to have a massage therapist with a valid California Massage Therapy Council ("CAMTC") certificate and City Business License on the premises when the business is open for operation.
- Evidence that a Massage Therapist has or is providing massage services without a valid CAMTC certificate and City Business License.
- Evidence that the business or employees of the business are obstructing the City's ability to inspect the establishment.
- Alcoholic beverages and/or illegal drugs are found anywhere on the premises.
- Evidence of exposure of specified anatomical areas to another person by an employee or the applicant/operator.
- Massage establishment is found to be operating outside the hours of operation permitted by the Stanton Municipal Code.
- Upon inspection, the City identifies a person associated with the business is found to be in violation of the attire requirements as identified in the Stanton Municipal Code.

If the City identifies that a serious violation has occurred, an administrative citation would be issued. If the citation is not contested, that is evidence that the business owner accepts fault and liability, and accepts termination of the Tolling Agreement. Thereafter, the massage establishment would be required to terminate operations within thirty (30) calendar days without any additional hearings or notices, including a hearing on the CUP appeal.

If the business appeals the citation, an administrative hearing with a third party hearing officer would be scheduled, through the normal procedures identified in the Stanton Municipal Code. The third party hearing officer would hear the case and render an independent decision. If the hearing officer found the business liable, the business would accept that determination and would not appeal the decision or require any additional hearings or notices, including a hearing on the CUP appeal. The business would then be subject to closure within thirty (30) calendar days.

The Tolling Agreement is designed to ensure the business operates in strict compliance with the municipal code. If the business is found liable for a single Serious Violation, the business would be subject to closure. In addition, by authorizing the Tolling Agreement, the City is not approving the Conditional Use Permit at this time. At the conclusion of the term of the Tolling Agreement, if the business is not found liable of a Serious Violation, the City Council would

hold a public hearing to consider the Conditional Use Permit application at that time.

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:

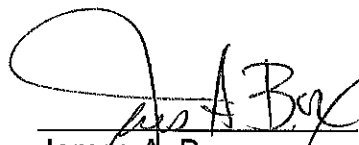
1 - Provide a safe community.

Prepared by,



Kelly Hart
Community & Economic
Development Director

Approved by,



James A. Box
City Manager

ATTACHMENTS

A. Tolling Agreement for Eden Spa

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is entered into by and between the CITY OF STANTON, a California general law municipal corporation ("City"), on the one hand, and Ms. Anh Thu Huynh, the business owner and operator of EDEN SPA, a massage establishment operating at 12108-12110 Beach Blvd., Stanton, CA 90680 ("Owner"), on the other hand. The parties may be referred to collectively as "Parties" and individually as "Party."

RECITALS

A. On September 21, 2016, Owner submitted an application for a conditional use permit to continue operating an existing massage establishment known as "Eden Spa," at 12108-12110 Beach Blvd., Stanton, CA 90680 ("Massage Establishment"). The Parties agree that under the City's massage establishment regulations, codified in the Stanton Municipal Code ("SMC"), the Owner was legally and validly required to obtain a conditional use permit in order to continue operating the Massage Establishment at the Property.

B. On May 3, 2017, the City's Planning Commission held a public hearing to consider Conditional Use Permit C16-16 ("Conditional Use Permit") to allow for the continued operation of the Massage Establishment. At the conclusion of the public hearing, the Planning Commission voted to deny Conditional Use Permit because of alleged nuisance activities that occurred at the Massage Establishment.

C. Within the 10-day appeal period, the Owner of the Massage Establishment filed an appeal to the City Council of the Planning Commission's action to deny the Conditional Use Permit. The Owner disputes that nuisance activities occurred at the Massage Establishment. The Owner also indicated that it would appeal any adverse determination by the City Council on the Conditional Use Permit.

D. Notwithstanding the Parties' dispute regarding the alleged nuisance activities at the Massage Establishment, the Parties desire that the Massage Establishment continue to operate on a probationary period subject to strict compliance with the terms of this Tolling Agreement. Such strict compliance is to protect the health, welfare, and safety of the uses surrounding the Massage Establishment and the residents of the City.

E. It is not the purpose of this Agreement nor the intent of the Parties to confer upon Owner a Conditional Use Permit or massage establishment license to operate at the Massage Establishment property through this Agreement. Moreover, it is not the purpose of this Agreement nor the intent of the Parties to prejudge or prejudice full and fair hearing(s) on the merits of any discretionary land use entitlements related to the Massage Establishment.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals, which are made a part of this Agreement, the Parties agree as follows:

1. Term. This Agreement shall be effective as of July 25, 2017 ("Effective Date") and shall expire on July 25, 2019, unless earlier terminated as provided herein. The Parties agree that any time period, statute of limitations, notice period, hearings, or deadlines relating to (a) the Conditional Use Permit; (b) massage establishment license, as described in Stanton Municipal Code Chapter 5.16; (c) any notices required to be given in connection with the Conditional Use Permit or massage establishment license; and (d) any claims, statutes, statutes of limitations, laches, waiver or other defenses related to the matters referred to in clauses (a) or (b) of this sentence, shall be and hereby are tolled for the duration of this Agreement on the terms set forth herein.

2. Serious Violations. During the Term of this Agreement, the City shall have the right, but not the obligation, to cite the Owner or any of the Owner's representatives, agents, employees, or independent contractors for violations of the Stanton Municipal Code, including "Serious Violations." For purposes of this Agreement, "Serious Violations" shall include any of the following:

- a. Evidence of sexual acts being performed at the Massage Establishment or the display, storage, use or evidence of any instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities, as defined in SMC section 5.16.010, including, but not limited to, vibrators, dildos, condoms (regardless of state of use), condom wrappers (regardless of presence of condom) in any state whether intact, open, partially opened, or a partial wrapper, or any goods or items which are replicas of, or which simulate, specified anatomical areas, as defined in SMC section 5.16.010, or pornographic magazines, videos, or other material.
- b. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has solicited from or offered to a customer a specified sexual act, as defined in SMC section 5.16.010, or evidence that the Owner or operator has allowed a manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not to solicit from or offer to a customer a specified sexual act, as defined in SMC section 5.16.010, on the premises.
- c. Evidence that the Owner or operator has engaged in "disqualifying conduct," as defined in Stanton Municipal Code section 5.16.010, during the operation of the Massage Establishment at, or anywhere off of the Massage Establishment's premises.
- d. Evidence the Massage Establishment Owner or operator's manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has engaged in disqualifying conduct," as defined in Stanton Municipal Code section 5.16.010, during the operation of the Massage Establishment at the Massage Establishment.

- e. Failure to have at least one massage technician with a valid California Massage Therapy Council ("CAMTC") certificate and City Business License at the Massage Establishment when the Massage Establishment is open for operation. The Massage Establishment is deemed to be open within the stated hours of operation in the City's massage ordinances or the Massage Establishment's business narrative, the doors are open or unlocked for the public to gain access, or if the doors are locked and a person associated with the business opens the door to allow a member of the public into the establishment.
- f. Evidence that a Massage Establishment that any individual has or is providing massage services at the Massage Establishment without a valid CAMTC certificate and City Business License.
- g. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, is obstructing the City's ability to inspect the Massage Establishment while members of the public are present. Obstruction may be evidenced by any of the aforementioned individuals locking the Massage Establishment's business doors during operating hours, which prevents the City from inspecting the business, any of the aforementioned individuals refusing to answer questions from City inspectors, any of the aforementioned individuals hiding from inspectors or otherwise fleeing the premises during City inspections.
- h. Alcoholic beverages and/or illegal drugs are found anywhere at the Massage Establishment.
- i. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has exposed any of his or her specified anatomical areas, as defined in SMC section 5.16.010, to another person or persons while at the Massage Establishment.
- j. Evidence that the Massage Establishment is found to be operating outside of the hours of operation permitted by the SMC (9:00 a.m. to 10:00 p.m.). The Massage Establishment is deemed to be open for operation the doors are open or unlocked for the public to gain access, or if the doors are locked and a person associated with the business opens the door to allow a member of the public into the establishment.
- k. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, is found to be in violation of the attire requirements as identified in SMC section 20.400.190:
 - i. Wearing attire that is transparent, see-through, or substantially exposes the massage technician's undergarments.
 - ii. Wearing swim attire, if not providing a water-based massage modality approved by CAMTC.
 - iii. Dressing in a manner that exposes the massage technician's specified anatomical areas, as defined in SMC section 5.16.010.

- iv. Dressing in a manner that constitutes a violation of Section 314 of the Penal Code.
- v. Dressing in a manner that is otherwise deemed by CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California.

3. Action Upon Non-Serious Violation.

- a. Initial Inspection. Within fourteen (14) days of the Effective Date, the representatives of each Party will meet at the Massage Establishment so that the City may inspect the Massage Establishment. At this initial inspection, City shall identify any non-Serious Violations that exist at the Massage Establishment, and Owner shall be given forty-eight (48) hours to correct any non-Serious Violations, if any. City shall not cite the Owner for any non-Serious Violations, if any, if said corrections are made within that forty-eight (48) hour period.
- b. Subsequent Inspections. Following the Initial Inspection, City shall have the right, but not the obligation to cite the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, for non-Serious Violations. Any of the aforementioned individuals shall be authorized to appeal such citation for non-Serious Violation without being subject to the termination of this Agreement.

4. Action Upon Serious Violations.

- a. City Citations for Serious Violations. Upon the Effective Date, the City shall have the right, but not the obligation, to cite the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, for Serious Violations that occur on or after the Effective Date. Such citations for Serious Violations shall be given in accordance with SMC Ch. 1.12.
- b. Owner Rights Related to Citations for Serious Violations.
 - i. No Contest of Citation. Upon receiving a citation for a Serious Violation, the Owner may choose to accept such citation and admit to the fault of such citation without contesting the citation. If Owner does not contest the citation, then Owner agrees to permanently close the Massage Establishment within thirty (30) days of the citation date without any additional notices or hearings, including any hearing, appeal or otherwise, on the Conditional Use Permit. In the event Owner does not contest a citation for a Serious Violation under this subsection 4(b)(i), this Agreement shall terminate upon the expiration of the Owner's period to contest the citation, which is ten (10) calendar days after the issuance date of the citation.
 - ii. Contest of Citation. Upon receiving a citation for a Serious Violation, the Owner may choose to contest the citation and request an administrative

hearing pursuant to the procedure and timeframes provided in SMC section 1.12.090. Pursuant to SMC section 1.12.100, a hearing officer shall hear the case, and the burden of proof shall be on the Owner to prove that the Serious Violation did not occur. If the hearing officer upholds the contested citation in City's favor, then Owner shall accept the hearing officer's determination and shall not appeal the decision to any other authority including, without limitation, the City or any court of law. Moreover, Owner shall close the Massage Establishment within thirty (30) days of the hearing officer's decision without any additional notices or hearings, including any hearing, appeal or otherwise, on the Conditional Use Permit. In the event the hearing officer upholds the City's citation for a Serious Violation under this subsection 4(b)(ii), this Agreement shall terminate on the date of the hearing officer's decision.

- iii. City's Other Remedies. Notwithstanding the foregoing, if there is evidence that a Serious Violation occurred at the Massage Establishment, the City may, but does not have the obligation, to exercise its rights under SMC Ch. 1.10, by, among other things, bringing a criminal or civil action against the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, relating to the alleged Serious Violation(s).

5. Action Upon Expiration of Agreement. If this Agreement expires without the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, either (a) accepting fault for a Serious Violation, or (b) being subject to a hearing officer's determination that a Serious Violation occurred at the Massage Establishment during the Agreement's term, then the City shall hold an appeal hearing on the Conditional Use Permit within sixty (60) days of the Agreement's expiration. At any Conditional Use Permit appeal hearing following the expiration of this Agreement, Owner may inform the City Council that no fault of Serious Violations were accepted by the Owner during the Agreement Term, nor were any hearing officer determinations made that any Serious Violations occurred at the Massage Establishment.

6. Recording of Agreement. The Parties agree that the City may record this Agreement against the underlying property with the Orange County Clerk-Recorder as a Code Enforcement action.

7. Transfers of Massage Establishment business. Any ownership transfer of the Massage Establishment business to anyone other person or entity during the term of this Agreement automatically extinguishes this Agreement, and Owner and any of its successors, heirs, or assignees permanently waive and forfeit any right or claim to an appeal hearing on the Conditional Use Permit. The existence of this Agreement alone, shall not prevent a new owner or transferee from obtaining a conditional use permit or massage establishment license to operate a massage business at the property. However, the new Massage Establishment owner shall be subject to City conditional use permit and massage establishment licensing requirements. In the

course of processing a conditional use permit and/or massage establishment license for a new owner, the history of the Massage Establishment shall be taken into account by the City in determining whether to grant or deny such conditional use permit and/or massage establishment license. Prior to transferring the Massage Establishment, Owner shall provide City evidence that the Owner notified any potential transferee of this Agreement. Such evidence shall be a signed, notarized acknowledgement by the prospective new owner/transferee prior to the completion of the transfer that he or she has reviewed this Agreement and agrees to its terms.

8. Indemnification. Owner and any and all of its agents, representatives, heirs, successors, and assigns shall indemnify, protect, defend, and hold the City of Stanton, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all allegations, claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, legislative bodies, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul this Agreement on any grounds or for any reason, including, without limitation, under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Owner shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Owner of any Action brought and City shall cooperate with applicant in the defense of the Action. This Section 9 shall survive the expiration or termination of this Agreement.

9. Insurance. Upon fourteen (14) days of the Effective Date, Owner shall procure and maintain in full force and effect during the term of the Agreement Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement. The policy required by this Section 9 shall be endorsed to provide the following:

- a. Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.
- b. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Owner; or (4) contain any other exclusions contrary to the Agreement.

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

10. Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

11. Termination. The Parties may terminate this Agreement upon mutual agreement, memorialized in writing. The termination shall be deemed effective as set forth in such mutual agreement; if not specifically addressed therein, it shall be deemed effective as of the time such agreement is executed by both Parties.

12. Satisfaction of Statute. This Agreement is intended to satisfy California Code of Civil Procedure Section 360.5 and any other provision of law necessary to extend applicable statutes of limitations.

13. Advice of Counsel. The Parties have discussed this Agreement with their respective counsel and understand its terms and implications.

14. Authorized Signatories. The individuals signing this Agreement are authorized to sign on behalf of their respective Parties.

15. Counterparts. This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts, when taken together, shall have the same force and effect as if a single, original document had been signed by all of the Parties. For the purpose of executing this Agreement, a facsimile signature shall have the same force and effect as the original.

16. No Admission of Guilt or Fault. By entering into this Agreement, the Parties do not admit any fact or assume any liability of any kind.

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

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

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

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

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

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

DATED: _____, 2017.

CITY OF STANTON

By: _____
Carol Warren, Mayor

DATED: _____, 2017.

EDEN SPA

By _____
Owner and Operator

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 25, 2017

SUBJECT: **TOLLING AGREEMENT FOR LUCKY MESSAGE (7013 KATELLA AVENUE #B)**

REPORT IN BRIEF:

Consideration of a Tolling Agreement for Lucky Massage located at 7013 Katella Avenue #B.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under 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. Approve the Tolling Agreement for Lucky Massage; and
3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure compliance with the Tolling Agreement.

BACKGROUND:

On April 5, 2017, the Planning Commission held a public hearing to consider Conditional Use Permit C16-03 to allow for the continued use of a massage establishment at 7013 Katella Ave. #B, known as Lucky Massage. At the conclusion of the public hearing, the Planning Commission voted to deny the Conditional Use Permit. Within the 10-day appeal period, the operator of Lucky Massage, Mr. Van Van Le filed an appeal of the Planning Commission's action to deny CUP No. C16-03. After filing the appeal, the applicant approached the City with a proposal to place the business under a form of probation rather than denying the permit outright. In response, City staff, including the City Attorney's Office, negotiated with the appellant, and the parties agreed to points that are memorialized in a proposed Tolling Agreement for the City Council's consideration (Attachment 1).

ANALYSIS/JUSTIFICATION:

The intent behind the proposed Tolling Agreement is to allow the massage establishment to continue operating under strict circumstances designed to protect the health, welfare, and safety of the surrounding businesses and the City's residents. Generally, the Tolling Agreement provides a two-year period for the massage establishment to operate without a

conditional use period. In that two-year period, the City would monitor whether any "serious violations" occur on the premises.

The following is a list of actions that the proposed Tolling Agreement deems a "serious violation":

- Evidence of sexual acts being performed on the premises, including evidence of solicitation of sexual acts on the premises by the business owner, employee, technician, or independent contractor.
- Failure to have a massage therapist with a valid California Massage Therapy Council ("CAMTC") certificate and City Business License on the premises when the business is open for operation.
- Evidence that a Massage Therapist has or is providing massage services without a valid CAMTC certificate and City Business License.
- Evidence that the business or employees of the business are obstructing the City's ability to inspect the establishment.
- Alcoholic beverages and/or illegal drugs are found anywhere on the premises.
- Evidence of exposure of specified anatomical areas to another person by an employee or the applicant/operator.
- Massage establishment is found to be operating outside the hours of operation permitted by the Stanton Municipal Code.
- Upon inspection, the City identifies a person associated with the business is found to be in violation of the attire requirements as identified in the Stanton Municipal Code.

If the City identifies that a serious violation has occurred, an administrative citation would be issued. If the citation is not contested, that is evidence that the business owner accepts fault and liability, and accepts termination of the Tolling Agreement. Thereafter, the massage establishment would be required to terminate operations within thirty (30) calendar days without any additional hearings or notices, including a hearing on the CUP appeal.

If the business appeals the citation, an administrative hearing with a third party hearing officer would be scheduled, through the normal procedures identified in the Stanton Municipal Code. The third party hearing officer would hear the case and render an independent decision. If the hearing officer found the business liable, the business would accept that determination and would not appeal the decision or require any additional hearings or notices, including a hearing on the CUP appeal. The business would then be subject to closure within thirty (30) calendar days.

The Tolling Agreement is designed to ensure the business operates in strict compliance with the municipal code. If the business is found liable for a single Serious Violation, the business would be subject to closure. In addition, by authorizing the Tolling Agreement, the City is not approving the Conditional Use Permit at this time. At the conclusion of the term of the Tolling Agreement, if the business is not found liable of a Serious Violation, the City Council would

hold a public hearing to consider the Conditional Use Permit application at that time.

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:

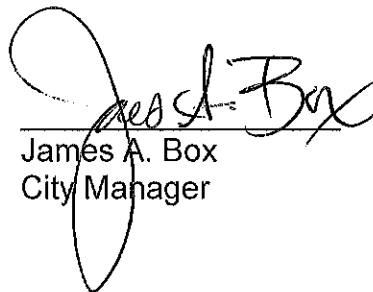
1 - Provide a safe community.

Prepared by,



Kelly Hart
Community & Economic
Development Director

Approved by,



James A. Box
City Manager

ATTACHMENTS

A. Tolling Agreement for Lucky Massage

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is entered into by and between the CITY OF STANTON, a California general law municipal corporation ("City"), on the one hand, and Mr. Van Van Le, the business owner and operator of LUCKY MASSAGE, a massage establishment operating at 7013 Katella Ave. #B, Stanton, CA 90680 ("Owner"), on the other hand. The parties may be referred to collectively as "Parties" and individually as "Party."

RECITALS

A. On March 29, 2016, Owner submitted an application for a conditional use permit to continue operating an existing massage establishment known as "Lucky Massage," at 7013 Katella Ave. #B, Stanton, CA 90680 ("Massage Establishment"). The Parties agree that under the City's massage establishment regulations, codified in the Stanton Municipal Code ("SMC"), the Owner was legally and validly required to obtain a conditional use permit in order to continue operating the Massage Establishment at the Property.

B. On April 5, 2017, the City's Planning Commission held a public hearing to consider Conditional Use Permit C16-03 ("Conditional Use Permit") to allow for the continued operation of the Massage Establishment. At the conclusion of the public hearing, the Planning Commission voted to deny Conditional Use Permit because of alleged nuisance activities that occurred at the Massage Establishment.

C. Within the 10-day appeal period, the Owner of the Massage Establishment filed an appeal to the City Council of the Planning Commission's action to deny the Conditional Use Permit. The Owner disputes that nuisance activities occurred at the Massage Establishment. The Owner also indicated that it would appeal any adverse determination by the City Council on the Conditional Use Permit.

D. Notwithstanding the Parties' dispute regarding the alleged nuisance activities at the Massage Establishment, the Parties desire that the Massage Establishment continue to operate on a probationary period subject to strict compliance with the terms of this Tolling Agreement. Such strict compliance is to protect the health, welfare, and safety of the uses surrounding the Massage Establishment and the residents of the City.

E. It is not the purpose of this Agreement nor the intent of the Parties to confer upon Owner a Conditional Use Permit or massage establishment license to operate at the Massage Establishment property through this Agreement. Moreover, it is not the purpose of this Agreement nor the intent of the Parties to prejudge or prejudice full and fair hearing(s) on the merits of any discretionary land use entitlements related to the Massage Establishment.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals, which are made a part of this Agreement, the Parties agree as follows:

1. Term. This Agreement shall be effective as of July 25, 2017 ("Effective Date") and shall expire on July 25, 2019, unless earlier terminated as provided herein. The Parties agree that any time period, statute of limitations, notice period, hearings, or deadlines relating to (a) the Conditional Use Permit; (b) massage establishment license, as described in Stanton Municipal Code Chapter 5.16; (c) any notices required to be given in connection with the Conditional Use Permit or massage establishment license; and (d) any claims, statutes, statutes of limitations, laches, waiver or other defenses related to the matters referred to in clauses (a) or (b) of this sentence, shall be and hereby are tolled for the duration of this Agreement on the terms set forth herein.

2. Serious Violations. During the Term of this Agreement, the City shall have the right, but not the obligation, to cite the Owner or any of the Owner's representatives, agents, employees, or independent contractors for violations of the Stanton Municipal Code, including "Serious Violations." For purposes of this Agreement, "Serious Violations" shall include any of the following:

- a. Evidence of sexual acts being performed at the Massage Establishment or the display, storage, use or evidence of any instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities, as defined in SMC section 5.16.010, including, but not limited to, vibrators, dildos, condoms (regardless of state of use), condom wrappers (regardless of presence of condom) in any state whether intact, open, partially opened, or a partial wrapper, or any goods or items which are replicas of, or which simulate, specified anatomical areas, as defined in SMC section 5.16.010, or pornographic magazines, videos, or other material.
- b. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has solicited from or offered to a customer a specified sexual act, as defined in SMC section 5.16.010, or evidence that the Owner or operator has allowed a manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not to solicit from or offer to a customer a specified sexual act, as defined in SMC section 5.16.010, on the premises.
- c. Evidence that the Owner or operator has engaged in "disqualifying conduct," as defined in Stanton Municipal Code section 5.16.010, during the operation of the Massage Establishment at, or anywhere off of the Massage Establishment's premises.
- d. Evidence the Massage Establishment Owner or operator's manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has engaged in disqualifying conduct," as defined in Stanton Municipal Code section 5.16.010, during the operation of the Massage Establishment at the Massage Establishment.

- e. Failure to have at least one massage technician with a valid California Massage Therapy Council ("CAMTC") certificate and City Business License at the Massage Establishment when the Massage Establishment is open for operation. The Massage Establishment is deemed to be open within the stated hours of operation in the City's massage ordinances or the Massage Establishment's business narrative, the doors are open or unlocked for the public to gain access, or if the doors are locked and a person associated with the business opens the door to allow a member of the public into the establishment.
- f. Evidence that a Massage Establishment that any individual has or is providing massage services at the Massage Establishment without a valid CAMTC certificate and City Business License.
- g. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, is obstructing the City's ability to inspect the Massage Establishment while members of the public are present. Obstruction may be evidenced by any of the aforementioned individuals locking the Massage Establishment's business doors during operating hours, which prevents the City from inspecting the business, any of the aforementioned individuals refusing to answer questions from City inspectors, any of the aforementioned individuals hiding from inspectors or otherwise fleeing the premises during City inspections.
- h. Alcoholic beverages and/or illegal drugs are found anywhere at the Massage Establishment.
- i. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor, or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, has exposed any of his or her specified anatomical areas, as defined in SMC section 5.16.010, to another person or persons while at the Massage Establishment.
- j. Evidence that the Massage Establishment is found to be operating outside of the hours of operation permitted by the SMC (9:00 a.m. to 10:00 p.m.). The Massage Establishment is deemed to be open for operation the doors are open or unlocked for the public to gain access, or if the doors are locked and a person associated with the business opens the door to allow a member of the public into the establishment.
- k. Evidence that the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, is found to be in violation of the attire requirements as identified in SMC section 20.400.190:
 - i. Wearing attire that is transparent, see-through, or substantially exposes the massage technician's undergarments.
 - ii. Wearing swim attire, if not providing a water-based massage modality approved by CAMTC.
 - iii. Dressing in a manner that exposes the massage technician's specified anatomical areas, as defined in SMC section 5.16.010.

- iv. Dressing in a manner that constitutes a violation of Section 314 of the Penal Code.
- v. Dressing in a manner that is otherwise deemed by CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California.

3. Action Upon Non-Serious Violation.

- a. Initial Inspection. Within fourteen (14) days of the Effective Date, the representatives of each Party will meet at the Massage Establishment so that the City may inspect the Massage Establishment. At this initial inspection, City shall identify any non-Serious Violations that exist at the Massage Establishment, and Owner shall be given forty-eight (48) hours to correct any non-Serious Violations, if any. City shall not cite the Owner for any non-Serious Violations, if any, if said corrections are made within that forty-eight (48) hour period.
- b. Subsequent Inspections. Following the Initial Inspection, City shall have the right, but not the obligation to cite the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, for non-Serious Violations. Any of the aforementioned individuals shall be authorized to appeal such citation for non-Serious Violation without being subject to the termination of this Agreement.

4. Action Upon Serious Violations.

- a. City Citations for Serious Violations. Upon the Effective Date, the City shall have the right, but not the obligation, to cite the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, for Serious Violations that occur on or after the Effective Date. Such citations for Serious Violations shall be given in accordance with SMC Ch. 1.12.
- b. Owner Rights Related to Citations for Serious Violations.
 - i. No Contest of Citation. Upon receiving a citation for a Serious Violation, the Owner may choose to accept such citation and admit to the fault of such citation without contesting the citation. If Owner does not contest the citation, then Owner agrees to permanently close the Massage Establishment within thirty (30) days of the citation date without any additional notices or hearings, including any hearing, appeal or otherwise, on the Conditional Use Permit. In the event Owner does not contest a citation for a Serious Violation under this subsection 4(b)(i), this Agreement shall terminate upon the expiration of the Owner's period to contest the citation, which is ten (10) calendar days after the issuance date of the citation.
 - ii. Contest of Citation. Upon receiving a citation for a Serious Violation, the Owner may choose to contest the citation and request an administrative

hearing pursuant to the procedure and timeframes provided in SMC section 1.12.090. Pursuant to SMC section 1.12.100, a hearing officer shall hear the case, and the burden of proof shall be on the Owner to prove that the Serious Violation did not occur. If the hearing officer upholds the contested citation in City's favor, then Owner shall accept the hearing officer's determination and shall not appeal the decision to any other authority including, without limitation, the City or any court of law. Moreover, Owner shall close the Massage Establishment within thirty (30) days of the hearing officer's decision without any additional notices or hearings, including any hearing, appeal or otherwise, on the Conditional Use Permit. In the event the hearing officer upholds the City's citation for a Serious Violation under this subsection 4(b)(ii), this Agreement shall terminate on the date of the hearing officer's decision.

- iii. City's Other Remedies. Notwithstanding the foregoing, if there is evidence that a Serious Violation occurred at the Massage Establishment, the City may, but does not have the obligation, to exercise its rights under SMC Ch. 1.10, by, among other things, bringing a criminal or civil action against the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, relating to the alleged Serious Violation(s).

5. Action Upon Expiration of Agreement. If this Agreement expires without the Massage Establishment Owner, operator, manager, employee, independent contractor or any other individual identified at the Massage Establishment as assisting in the operation of the Massage Establishment, whether licensed or not, either (a) accepting fault for a Serious Violation, or (b) being subject to a hearing officer's determination that a Serious Violation occurred at the Massage Establishment during the Agreement's term, then the City shall hold an appeal hearing on the Conditional Use Permit within sixty (60) days of the Agreement's expiration. At any Conditional Use Permit appeal hearing following the expiration of this Agreement, Owner may inform the City Council that no fault of Serious Violations were accepted by the Owner during the Agreement Term, nor were any hearing officer determinations made that any Serious Violations occurred at the Massage Establishment.

6. Recording of Agreement. The Parties agree that the City may record this Agreement against the underlying property with the Orange County Clerk-Recorder as a Code Enforcement action.

7. Transfers of Massage Establishment business. Any ownership transfer of the Massage Establishment business to anyone other person or entity during the term of this Agreement automatically extinguishes this Agreement, and Owner and any of its successors, heirs, or assignees permanently waive and forfeit any right or claim to an appeal hearing on the Conditional Use Permit. The existence of this Agreement alone, shall not prevent a new owner or transferee from obtaining a conditional use permit or massage establishment license to operate a massage business at the property. However, the new Massage Establishment owner shall be subject to City conditional use permit and massage establishment licensing requirements. In the

course of processing a conditional use permit and/or massage establishment license for a new owner, the history of the Massage Establishment shall be taken into account by the City in determining whether to grant or deny such conditional use permit and/or massage establishment license. Prior to transferring the Massage Establishment, Owner shall provide City evidence that the Owner notified any potential transferee of this Agreement. Such evidence shall be a signed, notarized acknowledgement by the prospective new owner/transferee prior to the completion of the transfer that he or she has reviewed this Agreement and agrees to its terms.

8. Indemnification. Owner and any and all of its agents, representatives, heirs, successors, and assigns shall indemnify, protect, defend, and hold the City of Stanton, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all allegations, claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, legislative bodies, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul this Agreement on any grounds or for any reason, including, without limitation, under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Owner shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Owner of any Action brought and City shall cooperate with applicant in the defense of the Action. This Section 9 shall survive the expiration or termination of this Agreement.

9. Insurance. Upon fourteen (14) days of the Effective Date, Owner shall procure and maintain in full force and effect during the term of the Agreement Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement. The policy required by this Section 9 shall be endorsed to provide the following:

- a. Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.
- b. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Owner; or (4) contain any other exclusions contrary to the Agreement.

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

10. Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

11. Termination. The Parties may terminate this Agreement upon mutual agreement, memorialized in writing. The termination shall be deemed effective as set forth in such mutual agreement; if not specifically addressed therein, it shall be deemed effective as of the time such agreement is executed by both Parties.

12. Satisfaction of Statute. This Agreement is intended to satisfy California Code of Civil Procedure Section 360.5 and any other provision of law necessary to extend applicable statutes of limitations.

13. Advice of Counsel. The Parties have discussed this Agreement with their respective counsel and understand its terms and implications.

14. Authorized Signatories. The individuals signing this Agreement are authorized to sign on behalf of their respective Parties.

15. Counterparts. This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts, when taken together, shall have the same force and effect as if a single, original document had been signed by all of the Parties. For the purpose of executing this Agreement, a facsimile signature shall have the same force and effect as the original.

16. No Admission of Guilt or Fault. By entering into this Agreement, the Parties do not admit any fact or assume any liability of any kind.

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

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

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

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

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

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

DATED: _____, 2017.

CITY OF STANTON

By: _____
Carol Warren, Mayor

DATED: _____, 2017.

LUCKY MASSAGE

By _____
Owner and Operator



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2017

CITY OF STANTON

May 3, 2017

MAY 15 2017

TO: Mayors, City Managers and City Clerks

CITY CLERK'S OFFICE

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 13 – 15, Sacramento

The League's 2017 Annual Conference is scheduled for September 13 – 15 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 1, 2017. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Council
Agenda Item #

90

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 13, 8:00 a.m. – 6:00 p.m.; Thursday, September 14, 7:00 a.m. – 4:00 p.m.; and Friday, September 15, 7:30 a.m.– Noon. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 1. If you have questions, please call Carly Shelby at (916) 658-8279.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 25, 2017

SUBJECT: APPEAL OF TO THE CITY COUNCIL TO MODIFY A CERTAIN CONDITION IN RESOLUTION NO. 2430 FOR CONDITIONAL USE PERMIT C17-02 ADOPTED BY THE PLANNING COMMISSION, TO ALLOW FOR THE SALE OF SINGLE SERVE BEER CONTAINERS IN CONJUNCTION WITH THE OPERATION OF A MINI-MART WITH THE SALE OF BEER, WINE AND SPIRITS FOR THE PROPERTY LOCATED AT 10480 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY AVTAR SINGH

REPORT IN BRIEF:

This is an appeal of the Planning Commission decision to the City Council to modify a certain condition of approval for Conditional Use Permit C17-02 to allow for the sale of single serve beer containers in conjunction with the operation of a mini-mart with the sale of beer, wine and spirits for the property located at 10480 Beach Boulevard.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Declare that the project is categorically exempt per the California Environmental Quality Act (CEQA), under Section 15301 (Existing Facilities); and
3. Either uphold the Planning Commission decision to not allow the sale of single serve beer containers and deny the appeal; or reverse the Planning Commission decision and allow the sale of single serve beer containers and grant the appeal; and
4. Direct staff to draft a Resolution memorializing the City Council decision.

BACKGROUND:

In 1991, the Planning Commission approved Conditional Use Permit C91-1 which allowed for the sale of beer and wine for off-site consumption at an existing mini mart located at 10480 Beach Blvd.

On June 21, 2017, the Planning Commission approved Conditional Use Permit C17-02, which allowed for the upgrade of the existing Type 20 Alcoholic Beverage Control (ABC) license for the sale of beer and wine for off-site consumption to a Type 21 license to authorize the sale of beer, wine and distilled spirits for off-site consumption. During the hearing, the applicant requested modification to Condition No. 13 in Resolution No. 2430, which states, "The sale of single serve beer or hard liquor containers is prohibited." The applicant requested that the Planning Commission modify the condition to only prohibit the sale of single serve hard liquor

containers. The Planning Commission considered the applicant's request as a separate motion from consideration of the Conditional Use Permit request as a whole. Commissioner Grand abstained from the voting process as her residence is within 500 feet of the subject property. The motion to approve the applicant's request to modify the condition to be able to continue selling single serve beer containers failed with a 2-2 vote. The motion to approve the Conditional Use Permit as originally proposed in the agenda packet was passed with a 3-1 vote.

Within the ten-day appeal period, the operator of La Pico Mini Mart, Avtar Singh filed an appeal to remove Condition No. 13 in Resolution No. 2430 for Conditional Use Permit C17-02 adopted by the Planning Commission.

The City Council consideration is limited to whether the sale of single serve beer containers shall be permitted or not. The Conditional Use Permit to allow for the off-site sale of beer, wine and spirits was approved by the Planning Commission, and the sale of hard liquor is permitted, subject to approval of the conditions set forth in Resolution No. 2430.

ANALYSIS/JUSTIFICATION:

PROJECT LOCATION/DESCRIPTION -- The subject site consists of a half-acre parcel with an approximately 9,000 square foot multi-tenant building which currently houses the La Pico Mini Mart, restaurants, a dental office, and a bakery/market.

The subject site is located in the CG (Commercial General) zone and carries a General Plan land use designation of General Commercial. Surrounding the site is commercial uses in the CG (Commercial General) zone to the north, east and west which include uses such as a strip commercial center, a Laundromat, and a convenience store. Located south of the site is a tax preparation business within the CN (Commercial Neighborhood) zone and automotive repair uses within the Industrial General Zone.

OPERATIONS -- The existing convenience store, La Pico Mini Mart, is a 2,730 square foot unit in an approximately 9,000 square foot shopping center. The business has been operated by the applicants since 2006 according to business license records. The convenience store currently sells grocery items, household items, tobacco products, beer and wine. The hours of operation are 6:00 a.m. to 2:00 a.m. daily.

The existing beer and wine display is located in the rear of the mini mart. The beer is displayed in an eight-door cooler which is approximately 54 square feet. The wine bottles are stored on shelves directly across from the beer cooler and displayed on approximately 30 square feet of shelving. The applicant will be keeping the distilled spirits behind the sales counter. Customers will not be able to access these items without the assistance of the sales clerk.

APPEAL -- On June 22, 2017, Avtar Singh ("Appellant") filed an appeal of the Planning Commission's decision to prohibit the sale of single serve beer containers as stipulated in Condition No. 13 of Resolution No. 2430 approving Conditional Use Permit C17-02 to the City

Council. The basis of the appeal stated by Mr. Singh and provided in Attachment B, can be summarized by the Appellant's claim that not allowing the sale of single serve beer would cause financial harm to the business as it currently sells single serve beer and wine. The revenue generated from the sale of single serve beer containers (12 fl. oz to 42 fl. oz.) equates to approximately 30-35% of all beer sales as indicated by the Appellant.

Planning Condition No. 13 prohibits the sale of single serve beer or single serve hard liquor containers. This has been a standard condition included in applications for off-sale alcohol requests for a number of years. The condition is also standard in a number of cities including Lake Forest and Fullerton.

The intent of this condition is to prevent the purchase of alcohol for immediate consumption and to mitigate public nuisance activities such as loitering and drinking in public. Although it has been a standard condition for conditional use permit applications for alcohol sales, the Planning Commission has taken individual consideration for each permit and request by the applicant. Below is the record of the past ten years of the Planning Commission's decisions regarding authorizing the sale of beer and wine as single serve containers associated with off-site alcohol sales:

1. 10502 Magnolia Ave. (2013) – approved Conditional Use Permit C13-02 for the off-site sale of beer and wine, with the prohibition of single serve containers.
2. 8472 Katella Ave. (2013) – approved Conditional Use Permit C13-04 for the off-site sale of beer and wine, with approval of the sale of single serve containers.
3. 7470 Cerritos Ave. (2012) – approved Conditional Use Permit C12-06 for the off-site sale of beer and wine, with approval of the sale of single serve containers.
4. 12493 Beach Blvd. (2011) – approved Amendment to Conditional Use Permit C05-12 removing the condition prohibiting the off-sale of single serve beer containers, and authorizing the sale of the single serve containers.
5. 8971 Katella Ave. (2009) – approved Conditional Use Permit C09-07 for the off-site sale of beer and wine, and the resolution was silent on the matter of single serve containers.

In consideration of the request of this application, two Planning Commissioners voted to not authorize the sale of single serve containers at the subject location, while two voted to allow for the sale of single serve beer containers. As there was no majority, the motion failed, and the prohibition remained.

For the Commissioner's that voted to not permit the sale of single serve beer containers, the justification included: there is concern that the City would appear to promote the issue of alcohol related injuries, illnesses and deaths by approving the request to modify the condition to authorize the sale of single serve containers.

For the Commissioner's that voted to permit the sale of single serve beer containers, the justifications included: the subject business was already selling single serve beer containers, and the Sheriff's Department indicated no concern over the increased sale of liquor from the

establishment.

As part of the business narrative, the applicant did not indicate that the sale of single serve containers was already occurring on-site. This information was presented to the City during the public hearing. The Applicant's representative, Mr. Dick Evitt, indicated that the business had been selling single serve beer containers since the original ABC license was issued, and the sales of single-serve containers equated to approximately 30-35% of all alcohol sales for the establishment.

In response to the stated purpose of the condition, Mr. Evitt indicated that it does not discourage the immediate consumption or mitigate public nuisance activities such as loitering and drinking in public. He stated that if someone had the intent of drinking in public or to immediately consume the alcoholic beverage, they would simply purchase a four- or six-pack of beer and consume as intended, with more alcohol in hand than if they were to purchase a single serve container.

In response to Mr. Evitt's statement that the prohibition of individual containers does not discourage nuisance activities, one Commissioner agreed that the prohibition does not make sense since consumers will have multiple containers rather than just one for their immediate consumption. However, the single serve beer containers are generally less expensive than purchasing a four- or six-pack of alcohol, which could provide for a greater ease of access to alcohol and an increased opportunity to consume upon purchase.

Mr. Evitt also stated that single container beer sales make up approximately 30% of all alcohol sales and since hard liquor sales are estimated to be only 10% of alcohol sales, it would not make sense for the business to give up the ability to sell single served beer containers in order to upgrade their ABC license.

The Sheriff's Department was informed of the proposed application and indicated that there were no objections to the upgrade in ABC license to include distilled spirits sales for off-site consumption. There have also been no calls for service associated with public drinking or intoxication associated with the business in the last five years based on Sheriff's Department records.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA) this project has been determined to be categorically exempt under Section 15301(Existing Facilities).

PUBLIC NOTIFICATION:

Notice of Public Hearing was mailed to all property owners within a five hundred-foot radius of the subject property, posted at three public places, and made public through the agenda-

posting process.

STRATEGIC PLAN:

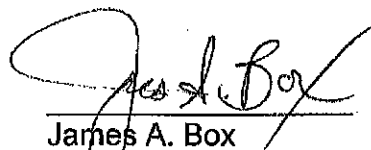
- 2 – Promote a Strong Local Economy
- 5 – Provide a High Quality of Life

Prepared by,



Kelly Hart
Community & Economic
Development Director

Approved by,


James A. Box
City Manager

ATTACHMENTS

- A. Appeal Form from Applicant (dated June 22, 2017)
- B. Planning Commission staff report and attachments (dated June 21, 2017)



CITY OF STANTON

APPEAL FORM AND HANDOUT JUN 22 2017

City Clerk's Office
7800 Katella Avenue, Stanton, CA 90680
Phone: (714) 379-9222 Fax: (714) 890-1443

CITY OF STANTON
PAID

CITY OF STANTON

JUN 22 2017

CITY CLERK'S OFFICE

An appeal shall be filed within ten (10) calendar days after the final action of the Planning Commission.

APPEAL OF: ☒ Planning Commission Decision (\$1,235 fee)

Type of Permit (example: Conditional Use Permit): CUP Permit Number: C17-02

Address of Project: 10480 BEACH BLVD STANTON, CA 90680 Decision Date: 6/21/17

APPELLANT INFORMATION

Name of Applicant (Appellant): AVTAR SINGH

Mailing Address: 10480 BEACH BLVD STANTON, CA 90680

Telephone Number: [REDACTED] Email: [REDACTED]

In what capacity is the appellant filing? ☐ Recorded Property Owner ☐ Interested Party ☐ Effected Party

PROPERTY OWNER INFORMATION (IF KNOWN)

Name of Property Owner: GOLDENDLAND PROPERTIES LLC

Mailing Address: [REDACTED]

Telephone Number: [REDACTED] Email: [REDACTED]

Describe what portion(s) of the decision you are appealing: CONDITIONAL USER PERMIT ITEM #13

RESPECTFULLY REQUEST THAT ITEM BE REMOVED FROM THE CONDITIONS
PLACED ON THIS CUP. ALL OTHER STAFF REMAIN UNCHANGED.

Describe the Purpose for Your Appeal (be specific): THE MARKET NOW SELL SINGLE CANS
OF BEER & WINE. ALL SIZES. (30 TO 35% OF BEER SALES) IF NO SINGLE
SIZES ARE TO BE REMOVED THIS WILL CAUSE HARM TO THIS PRESENT
BUSINESS.

APPLICANT CERTIFICATION:

I hereby certify that all information contained in this application is, to the best of my knowledge, true and correct. FALSE OR MISLEADING INFORMATION GIVEN IN THIS APPLICATION SHALL BE GROUNDS FOR DENYING APPLICATION. I hereby grant the City authority to post required public notices.

Signature: [REDACTED]

Date: 06/22/17

Star (Agent) For Avtar Singh

(Contact Person)
April 2017

Office use only: Account Number: 101.0000.433205

★ ★
ALL STAR REALTY

★
July 5, 23017

City of Stanton
City Clerk's Office
7800 Katella Avenue
Stanton, CA. 90680

To Whom It May Concern:

Reference: Permit Number C17-02 & Resolution No. 2430

The Planning Commission meeting was held on June 21, 2017 at 6:30 pm.

Resolution No. was approved by the Planning Commission.

The applicant was at the meeting and discussed the conditions which were approved by the Planning Council, but the applicant appealed their decision For one item only, Item # 13 which reads as follows:

"The sale of single serve beer or hard liquor containers is prohibited.

It is respectfully requested that the conditions should read as follows:

"The sale of hard liquor containers is prohibited. (Single shots)

The store now sells single sales of beer & wine which comprises 30 to 25% of alcoholic beverage sales. This includes 12 oz and up to 40 oz containers. Please take this under consideration and revise item 13 on the conditions. All other stores in the area are allowed to sell single sale items.

Sincerely


Dick Evitt (Broker - Agent)

Member Society of Certified Business Opportunity Appraisers (A Nationwide Organization)
5905 Winncliff Dr.— Riverside, CA 92509 — (909) 821-6426 (CELL), (951) 681-1912 (FAX)



CITY OF STANTON REPORT TO THE PLANNING COMMISSION

TO: Chairperson and Members of the Planning Commission

DATE: June 21, 2017

SUBJECT: A PUBLIC HEARING TO CONSIDER CONDITIONAL USE PERMIT C17-02 TO ALLOW FOR THE UPGRADE FROM A TYPE 20 LICENSE FOR THE SALE OF BEER AND WINE FOR OFF-SITE CONSUMPTION TO A TYPE 21 LICENSE TO AUTHORIZE THE SALE OF BEER, WINE AND DISTILLED SPIRITS FOR OFF-SITE CONSUMPTION. ALSO UNDER CONSIDERATION IS THE REVOCATION OF CONDITIONAL USE PERMIT C91-1 WHICH APPROVED THE CONTINUED OPERATION OF AN EXISTING CONVENIENCE STORE WITH OFF-SALE BEER AND WINE AT 10480 BEACH BOULEVARD WITHIN THE CG (COMMERCIAL GENERAL) ZONE.

RECOMMENDED ACTION

That the Planning Commission:

- Conduct a public hearing;
- Declare that the project is categorically exempt per the California Environmental Quality Act (CEQA), under Section 15301 (Existing Facilities); and
- Adopt Resolution No. 2430 approving Conditional Use Permit C17-02 and revoking Conditional Use Permit C91-1.

BACKGROUND

In 1991, the Planning Commission approved Conditional Use Permit C91-1 which allowed for the sale of beer and wine for off-site consumption at an existing mini mart located at 10480 Beach Blvd. The applicants, Jaspal Kaur and Avtar Singh, owners of La Pico Mini Mart, are now requesting to upgrade the existing Type 20 Alcoholic

Beverage Control (ABC) license for the sale of beer and wine for off-site consumption to a Type 21 license to authorize the sale of beer, wine and distilled spirits for off-site consumption.

Section 20.400.030.B.6 of the Stanton Municipal Code indicates that any change in the type of existing ABC license shall be subject to a Conditional Use Permit. As such, the applicant is requesting approval of a Conditional Use Permit to allow for the upgrade from a Type 20 off-site beer and wine license to a Type 21 license for the sale beer, wine and distilled spirits for off-site consumption.

ANALYSIS/JUSTIFICATION

PROJECT LOCATION/DESCRIPTION – The subject site consists of a half-acre parcel with an approximately 9,000 square foot multi-tenant building which currently houses the La Pico Mini Mart, restaurants, a dental office, and a bakery/market.

The subject site is located in the CG (Commercial General) zone and carries a General Plan land use designation of General Commercial. Surrounding the site is a Commercial General zone to the north, east and west which include uses such as a strip commercial center, a Laundromat, and a convenience store. Located south of the site is a tax preparation business within the Commercial Neighborhood Zone and automotive repair uses within the Industrial General Zone.

OPERATIONS – The existing convenience store, La Pico Mini Mart, is a 2,730 square foot unit in an approximately 9,000 square foot shopping center. The business has been operated by the applicants since 2006 according to business license records. The convenience store sells grocery items, household items, tobacco products, beer and wine and is now proposing to sell distilled spirits. The hours of operation are currently 6:00 a.m. to 2:00 a.m. daily which are proposed to remain the same.

The existing beer and wine display is located in the rear of the mini mart. The beer is displayed in an eight-door cooler which is approximately 12.5 square feet. The wine bottles are stored on shelves directly across from the beer cooler and displayed on approximately 50 square feet of shelving. The applicant is proposing to keep the distilled spirits behind the sales counter. Customers will not be able to access these items without the assistance of the sales clerk. According to the applicant, the maximum bottle size that ABC will allow them to sell with a Type 21 license is 1.7 liters.

CIRCULATION/PARKING – The project site is accessible from one driveway on Beach Boulevard and one on Cerritos Avenue. In regards to parking, there are a total of 23 parking spaces available on site, two of which are handicap accessible. The proposal for the sale of distilled spirits for off-site consumption will not affect the current parking demand and therefore will not require an increase in the number of parking spaces allocated on the property.

ABC LICENSING REQUIREMENTS – The California State Department of Alcohol Beverage Control (ABC) establishes the number of new on-sale and off-sale licenses within a given census tract. If the number of licenses exceeds the amount set by ABC, the

Planning Commission would be required to make a finding of public convenience and necessity. In this case, the applicant has an existing Type 20 beer and wine license and is simply requesting to exchange the license for a Type 21 which would allow the sales of distilled spirits for off-site consumption. Since the number of licenses in this census tract is not increasing, a finding of public convenience and necessity is not required.

The Sheriff's Department was informed of the proposed application and indicated that there were no objections to the upgrade in ABC license to include distilled spirits sales for off-site consumption. Staff is recommending Planning Condition No. 11, which would allow the Community Development Director or the Chief of Police to require additional security measures if deemed necessary based on increased public safety concerns or neighborhood complaints.

ENVIRONMENTAL IMPACT

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

PUBLIC NOTIFICATION

Notice of Public Hearing was mailed to all property owners within a five hundred-foot radius of the subject property, posted at three public places, and made public through the regular agenda-posting process.

Prepared by,



Rose Rivera
Associate Planner

Approved by,



Kelly Hart
Community & Economic
Development Director

ATTACHMENTS

- A. Planning Commission Resolution No. 2430
- B. Vicinity Map
- C. Photos
- D. Project Narrative from Applicant
- E. Site Plan
- F. Floor Plan

RESOLUTION NO. 2430

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON APPROVING CONDITIONAL USE PERMIT C17-02 TO ALLOW FOR THE UPGRADE FROM A TYPE 20 LICENSE FOR THE SALE OF BEER AND WINE FOR OFF-SITE CONSUMPTION TO A TYPE 21 LICENSE TO INCLUDE THE SALE OF DISTILLED SPIRITS FOR OFF-SITE CONSUMPTION AND THE REVOCATION OF CONDITIONAL USE PERMIT 91-1 FOR THE PROPERTY LOCATED AT 10480 BEACH BLVD IN THE CG (COMMERCIAL GENERAL) ZONE

THE PLANNING COMMISSION OF THE CITY OF STANTON DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, in 1991, the Planning Commission approved Conditional Use Permit C91-1 which allowed for the sale of beer and wine for off-site consumption at an existing mini-mart located at 10480 Beach Boulevard; and

WHEREAS, on June 21, 2017, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to upgrade the existing Type 20 Alcoholic Beverage Control (ABC) license for the sale of beer and wine for off-site consumption to a Type 21 license to include the sale of distilled spirits for off-site consumption located at 10480 Beach Boulevard in the CG (Commercial General) zone; and

WHEREAS, on June 21, 2017, the Planning Commission of the City of Stanton conducted a duly noticed public hearing to revoke Conditional Use Permit C91-1 which approved the continued operation of an existing convenience store with off-sale beer and wine located at 10480 Beach Boulevard in the CG (Commercial General) zone; and

WHEREAS, the Commission has carefully considered all pertinent testimony and information contained in the Staff report prepared for this application as presented at the public hearing; and

WHEREAS, Staff has reviewed the environmental form submitted by the Applicant in accordance with the City's procedures. Based upon the information received and Staff's assessment of the information, the Project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA), Section 15301, Class 1(a) (Existing Facilities) and;

WHEREAS, all legal prerequisites have occurred prior to adoption of this resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF STANTON DOES HEREBY FIND:

SECTION 1: The Planning Commission hereby finds that all of the facts, findings and conclusions set forth above in this resolution are true and correct.

SECTION 2: Based upon the Initial Study, the Planning Commission exercises its independent judgment and finds that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act, Section 15301 (Existing Facilities).

SECTION 3: That in accordance with the findings as set forth in Sections 20.550.060 and 20.400.030 of the Stanton Municipal Code:

- A. The proposed application is consistent with the General Plan and any applicable specific plan. Strategy ED-4.1.1 of the General Plan is to assist existing businesses by facilitating the permitting process for those looking to expand their facilities. The approval of the conditional use permit will allow the existing mini mart to expand their business while providing the convenience to customers wanting to purchase a variety of merchandise, including food, beverages and household products.
- B. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of the zoning code and the municipal code. The proposal to allow for the sale of distilled spirits is permitted per the City of Stanton Municipal Code contingent upon receiving a conditional use permit for the ABC license upgrade which would allow for the sale of distilled spirits for off-site consumption.
- C. The design, location, size and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity. The proposal to allow for the upgrade in the existing ABC license to include the sale of distilled spirits shall have no adverse affect upon abutting properties. The proposed use is commercial in nature which is in compliance with the zoning and general plan designation of the site. In addition, staff has included conditions of approval to ensure that appropriate measures to ensure the use remains compatible with the surrounding area. In addition, the Sheriff's Department has reviewed the proposal and did not state a concern about the impact to the surrounding neighborhood with the addition of distilled spirits.
- D. The site is physically suitable in terms of its design, location, shape, size and operating characteristics of the proposed use; the provision of public and emergency vehicle access; public protection services; the provision of utilities; and served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate. The proposed use has access from Beach Boulevard and Cerritos Avenue and would not affect the streets and public rights-of-way utilized by emergency service vehicles. Moreover, the subject property is already served by utilities and public protection services. The inclusion of the sale of distilled spirits for the existing mini mart would not be considered an intensification of use in terms of parking, occupancy of the building, or anticipated vehicle trips to and from the site. The use would be conducted within an existing building, would not increase the square footage or use of the building, or modify the ingress or egress on the site.

- E. The site's suitability ensures that the type, density, and intensity of use being proposed will not adversely affect the public convenience, health, interest, safety or general welfare, constitute a nuisance, or be materially detrimental to the improvements, persons, property, or uses in the vicinity and zone in which the property is located. The existing use of the property is the operation of a mini mart. With the approval of the conditional use permit, the business would be permitted to sell distilled spirits for off-site consumption. The site is suitable for the proposed use and would serve the surrounding commercial and residential properties by providing the convenience to patrons to allow the ability to purchase distilled spirits in conjunction with a variety of merchandise. Conditions of approval are included in order to avoid the potential of an attractive nuisance being established.
- F. Section 20.630.050 of the Stanton Municipal Code provides that a Conditional Use Permit may be revoked by the Planning Commission if it finds that circumstances under which the permit was granted have been changed by the applicant to an extent that one or more of the findings that justified the original approval can no longer be made, and the public health, safety, and welfare require the revocation. In this case, the owners are proposing to include the sales of distilled spirits for off-site consumption at an existing mini mart. The addition of distilled spirits constitutes a change in circumstances under which the existing conditional use permit C91-1 was approved, and as such, Conditional Use Permit C91-1 shall be revoked.
- G. The subject application does not need to make a finding of public convenience and necessity since the number of licenses in the census tract is not increasing. The California State Department of Alcohol Beverage Control (ABC) established the number of on-sale and off-sale licenses within a given census tract and if the number of licenses exceeds the amount set by ABC, the Planning Commission would be required to make a finding of public convenience and necessity. In this case, the applicant has an existing Type 20 beer and wine license and is simply requesting to exchange the license for a Type 21 which would allow the sales of distilled spirits for off-site consumption.

SECTION 4: That based upon the above findings, the Planning Commission hereby approves Conditional Use Permit C17-02 to allow the upgrade of the existing Alcoholic Beverage Control (ABC) license to include the sale of distilled spirits for off-site consumption on the property located at 10480 Beach Boulevard in the CG (Commercial General) zone and revokes Conditional Use Permit C91-1, subject to the following conditions:

- A. **That all conditions of the Planning Division be met, including but not limited to the following:**
1. The subject use will be used, operated and permanently maintained in accordance with the terms of the application, plans, drawings submitted and conditions imposed in the Resolution of Approval.

2. All requirements of the City of Stanton Municipal Code as it pertains to this application shall be complied with and such requirements shall be made a condition of permit approval.
3. The applicant(s) and owner(s) shall acknowledge in writing within 30 days to the Conditions of Approval as adopted by the Planning Commission. In addition, the applicant shall record the Conditions of Approval in the Office of the County Recorders.
4. Approval for any form of modification of the subject use shall be obtained from the Planning Commission subject to a modification of the Conditional Use Permit.
5. The display of distilled spirits shall be limited to the area behind the sales counter as designated on the approved floor plan.
6. The distilled spirit containers with a volume of 750 ml or more shall be secured with a bottle cap anti-theft device that is removed upon sale of the product.
7. The Commission may set this permit for public hearing at any time to consider modification of any condition or revocation of the permit if non-compliance with the conditions of approval is found.
8. Alcoholic beverages shall not be sold between the hours of 2:00 a.m. and 6:00 a.m.
9. Hours of operation shall be limited to 6:00 a.m. to 2:00 a.m. daily.
10. Based on increased service calls or input from the surrounding commercial and residential tenants, the Community Development Director or the Chief of Police may require the provision of a security guard at the subject business during certain business hours at their discretion, at the sole cost of the business owner, or a modification to the business hours of operation, or the hours available for the sale of alcoholic beverages.
11. Alcohol shall not be consumed anywhere on the subject property. The sale of alcoholic beverages is allowed only upon approval by the Department of Alcoholic Beverage Control (ABC) and shall be subject to ABC requirements. The applicant is responsible for supervising and controlling the activities of their customers within the subject property. The applicant shall ensure that no disorderly behavior occurs in these areas and that alcoholic drinks are not opened or consumed on-site. The inability of the applicants to perform in this manner shall be cause for review and revocation of this use permit as it pertains to the sale of alcoholic beverages.
12. A Type 21 Liquor License to include the sale of distilled spirits for consumption off the premises shall be obtained from the State Department of Alcoholic Beverage Control (ABC) and shall be permanently maintained. Sales of distilled spirits from the subject property may not commence until such time as the ABC license is obtained.
13. The sale of single serve beer or hard liquor containers is prohibited.
14. The permit may be presented to the Planning Commission for review six months after the initiation of the sale of alcoholic beverages. Upon review of the permit, the Planning Commission reserves the right to modify or add additional

conditions of approval, or revoke the permit.

15. A height marker shall be placed at each exit to enable witnesses to a crime to estimate the height of the perpetrator.
16. A minimum of two signs shall be posted in prominent locations to inform patrons that no alcoholic beverages shall be consumed on the premises of any business that is subject to the regulations of this section.
17. Alcoholic beverage containers shall not be placed in opaque bags or boxes at or after the time of sale except where the volume of alcohol purchased is in excess of three liters.
18. There shall be no exterior advertising or sign of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages or signs that are clearly visible to the exterior shall constitute a violation of this condition.
19. Graffiti on the property shall be removed at the property owner's expense within 24 hours.
20. In accordance with policies adopted by the City, the Applicant/Owner shall be responsible for any cost incurred as a result of local law enforcement or code enforcement investigation/inspections that result in a finding of violation of any applicable laws and/or conditions of approval.
21. A City of Stanton business license shall be obtained and permanently maintained on a continuous basis by the proposed use.
22. A security surveillance camera system shall be installed for the interior of the mini mart. The surveillance tapes shall be maintained for a period not less than one month. The surveillance tapes shall be made available to the Sheriff's Department upon request.
23. Existing security lighting shall be reviewed. Additional security lighting may be required if it determined to be inadequate to the satisfaction of the Community Development Director or Chief of Police.
24. The applicant shall meet all the restrictions and regulations of the Department of Alcohol Beverage Control (ABC).
24. Termination: Upon approval and after commencement of the use, the permit shall become null and void 180 days after such time as the use at the approved location ceases to be operated as noted by lapse of City business license, lapse of State Board of Equalization permit, or date noted by city official with proper site verification of abandonment or discontinuance. This permit shall be deemed immediately terminated should the approved location be occupied by a use not in accord with this approval.
25. The applicant shall maintain **AT ALL TIMES** a copy of the Conditions of Approval set forth in Resolution No. 2430 at the place of business. Said Resolution shall be available for review by the City or any applicable agency when conducting routine inspections at the site.

26. As a condition of issuance of this approval, the applicant shall agree, at its sole cost and expense, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third-party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the applicant of any such claim filed against the City and fully co-operate in the defense of any such action. The City may, at its sole cost and expense, elect to participate in the defense of any such action under this condition.

B. That all conditions of the Building Division be met.

C. That all requirements of the Orange County Fire Authority be met.

SECTION 5: Conditional Use Permit C91-1 is hereby revoked and shall be null and void.

SECTION 6: That based upon the above findings, the Planning Commission hereby APPROVES Conditional Use Permit C17-02.

ADOPTED, SIGNED AND APPROVED by the Planning Commission of the City of Stanton at a regular meeting held on June 21, 2017 by the following vote, to wit:

AYES: COMMISSIONERS: _____

NOES: COMMISSIONERS: _____

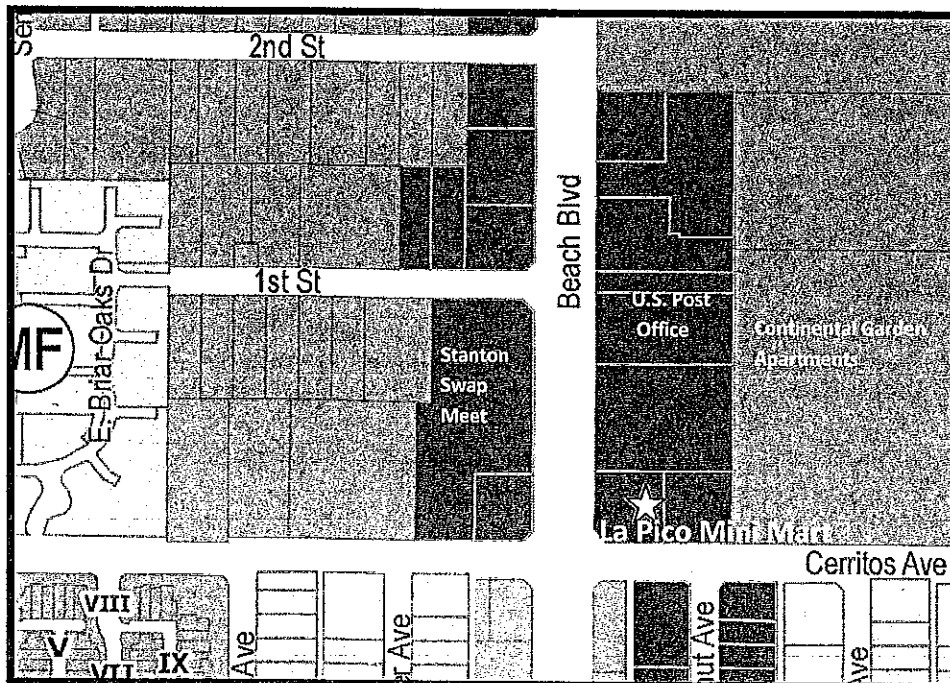
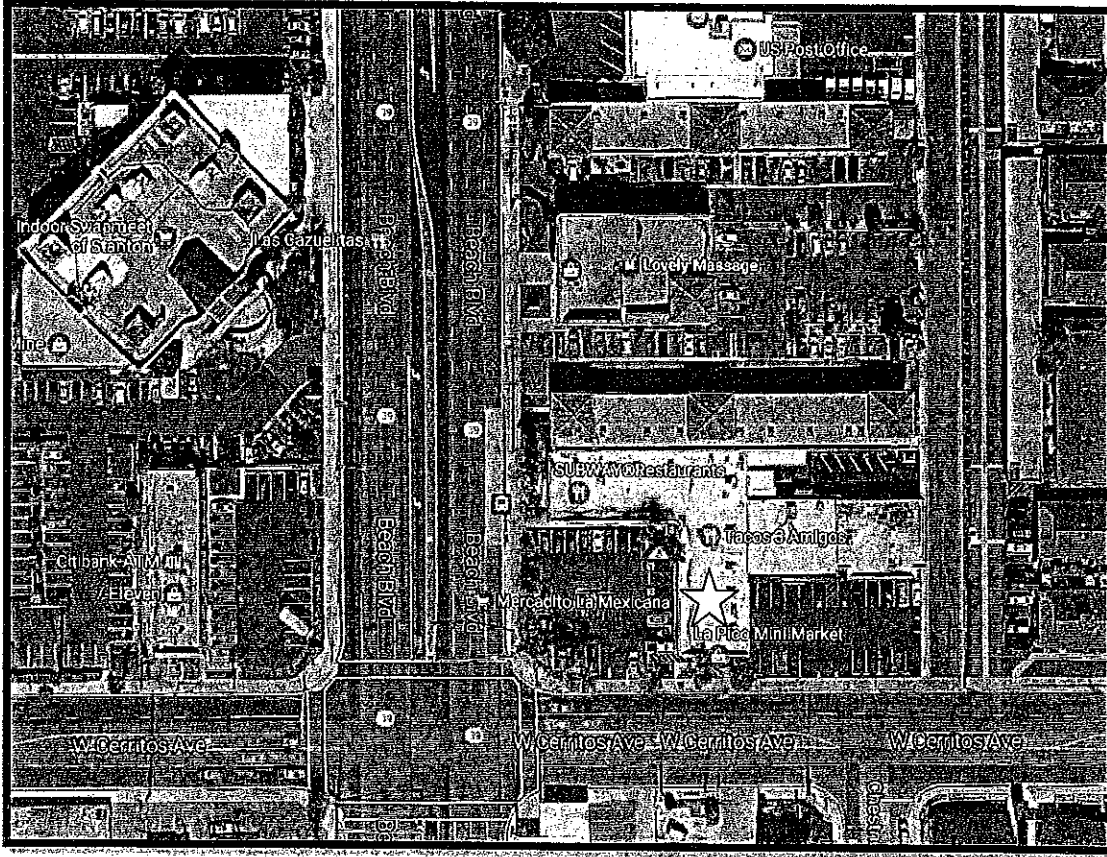
ABSENT: COMMISSIONERS: _____

ABSTAIN: COMMISSIONERS: _____

Elizabeth Ash, Chairperson
Stanton Planning Commission

Kelly Hart
Planning Commission Secretary

VICINITY MAP
10480 Beach Blvd.
La Pico Mini Mart



LA PICO PLAZA

10462 - 10480

SUBWAY

DENTIST

714-995-5995

TACOS 3 AMIGOS #2

MEXICAN FOOD

Stanton

BAKERY & PIZZA

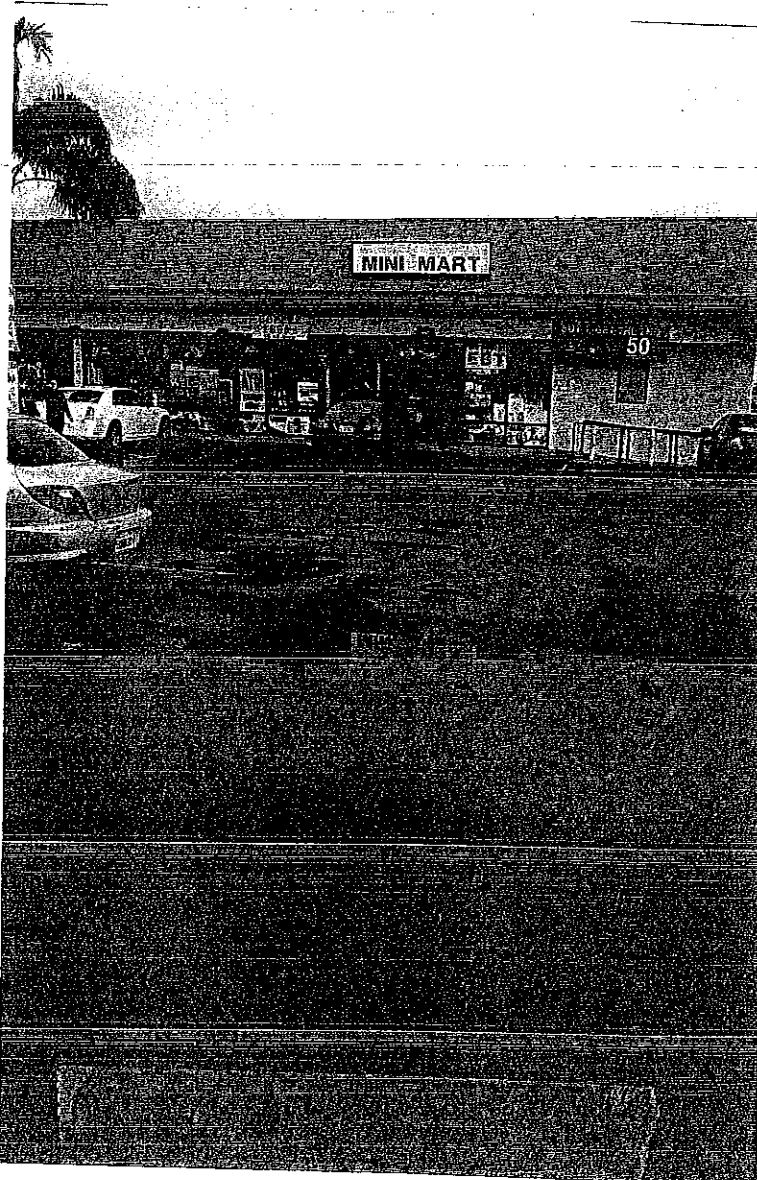
PANADERIA

La Pico

**MINI
MART**

open 7 days

MERCADITO

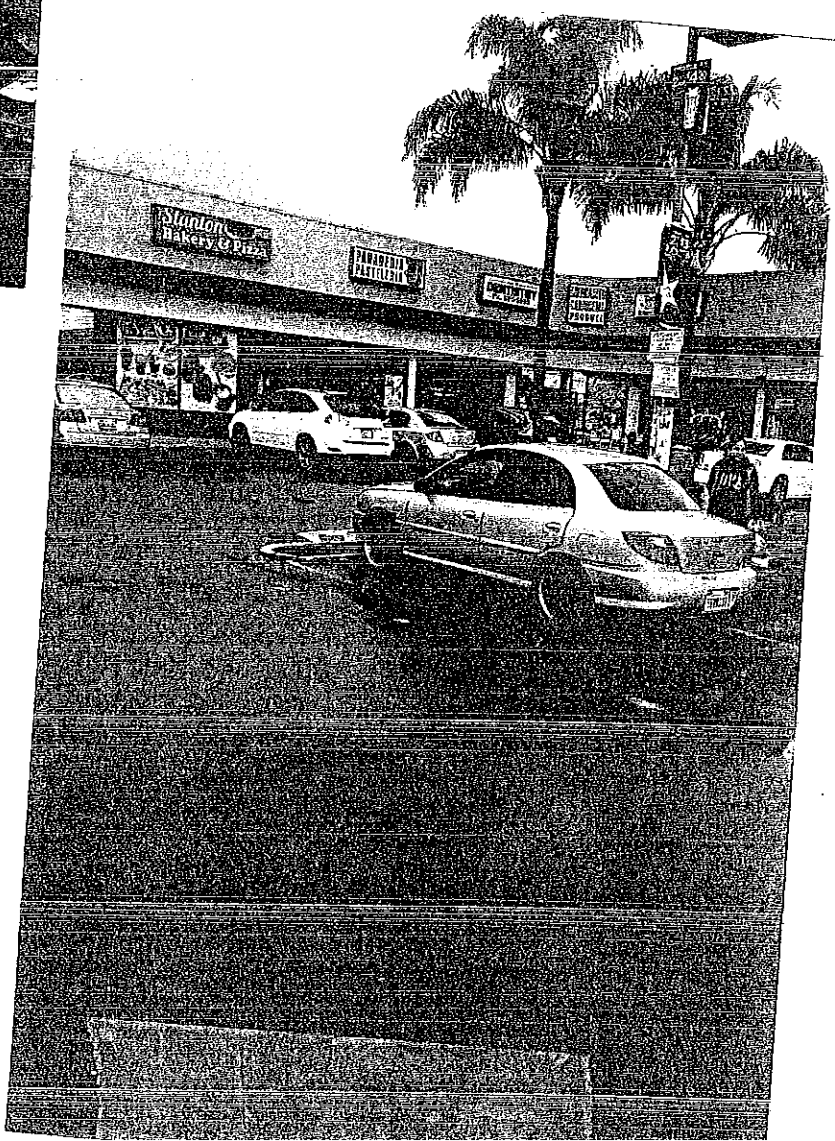


RECEIVED

JAN 19 2017

COMMUNITY DEVELOPMENT

ATTACHMENT C





La Pico Mini Mart
10480 Beach Boulevard
Stanton, CA. 90680.

RECEIVED

JAN 19 2017

COMMUNITY DEVELOPMENT

(714) 821-3273

January 17, 2017

To Whom It May Concern:

Proposed Operations and/or Development Plan

The La Pico Mini Market has been in operation for many years. As the present owner of the market the plans for operation will continue to operate the from 6:00 am to 2:00 am.

The store sells grocery items, house hold items, soft drinks, beer & wine, tobacco products, etc. We provide the local customers with items necessary for daily living.

Customers have requested that the business be allowed to sell distilled sprits (Hard Liquor products) as they will be able to one stop shop for these items.

The liquor items will be kept behind the sales counter and will be sold only to qualified buyers. Customers will not be able to obtain these items without the sales clerk on duty as they cannot reach these items.

The owners have never had any violations of the city or state laws and will continue to operate in the same manner.

Sincerely,

AVTAR Singh

ATTACHMENT D

Reach Blvd

NOT A PART of
the Commercial Market

Not part of the
Project

La Pico Mini Market

IN & OUT DRIVE WAY

LANDSCAPING

LANDSCAPING

12' SIDEWALK

LANDSCAPING

LANDSCAPING

IN & OUT DRIVEWAY

LANDSCAPING

8' SIDEWALK

Cerritos Ave.

Purpose:

CUP required to Upgrade Current
ABC liquor license type 20, Off Sale
Beer & Wine to a type 21 Off Sale
General License.

Applicant:

Ayaz Singh
DBA La Pico Mini Market
10980 Beach Boulevard
Stanton, CA 90680

PROPERTY OWNER:

GOLDENLAND PROPERTIES LLC
P.O. BOX 2274
PALOS VERDES PENINSULA
CA. 90274

CONSULTANT:

DICK EVITT
ALL STAR REALTY
5905 WINNCLIFF DR.
JURUPA VALLEY, CA. 92509
(909) 821-6426 (Cell)
dickevitt@earthlink.net

Parking:

21 - 9 X 19
2 - Handicap

ATTACHMENT E

SCALE: 1" = 2'		APPROVED BY:		DRAWING BY: DICK EVITT	
DATE: 06/27/2027				REVISION	
				DRAWING NUMBER	

Purpose:

CUP required to Upgrade current
ABC liquor license Type 20 Off Sale
Beer Wine to Type 21 Off Sale
General.

Applicant:

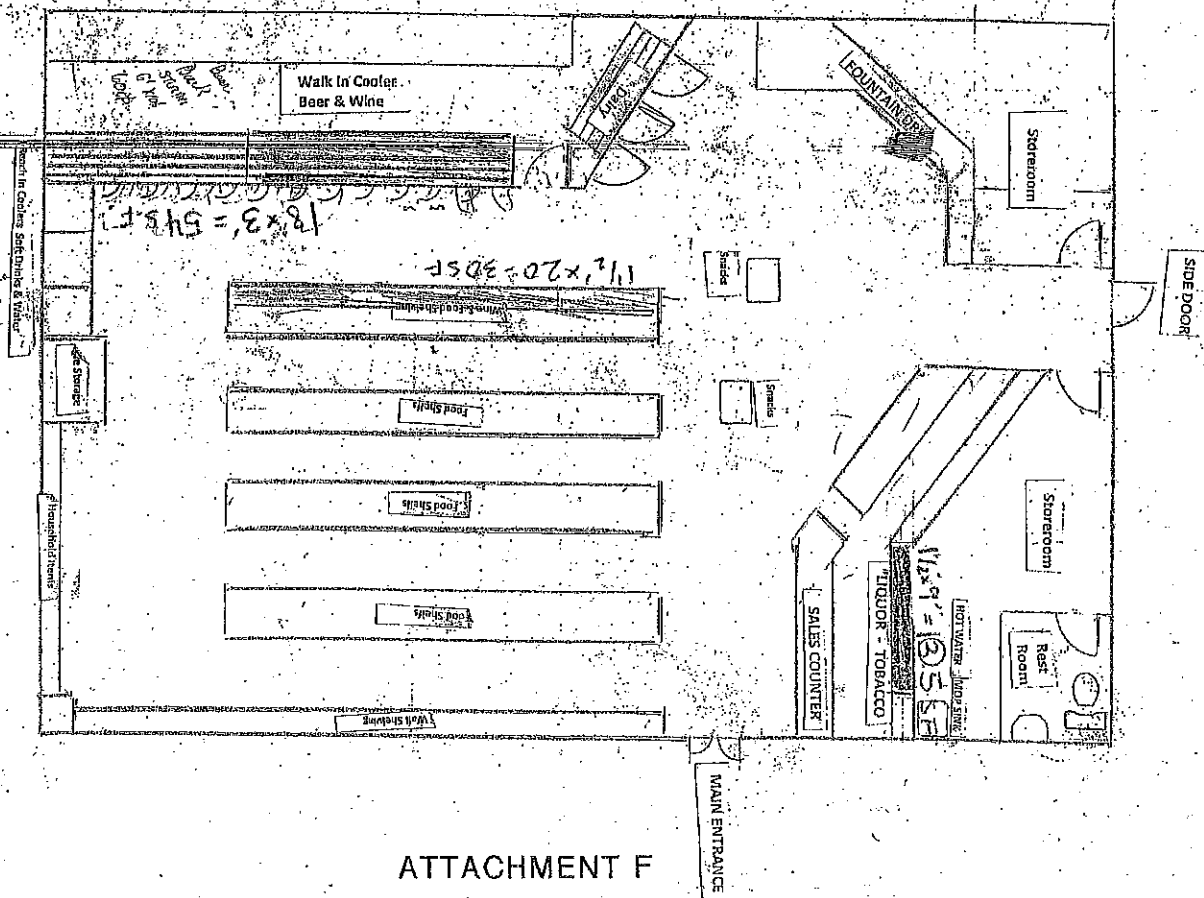
Ayres Singh
DBA La Pico Mini Market
10480 Beach Blvd.,
San Jose, CA 95060
(714) 821-3273

Consultant:

Dick Eitt
All Star Realty
5905 Winnetb Drive
Jurupa Valley, CA 92509
(909) 821-6426 (Cell)
dickewitt@earthlink.net

Goldendland
Properties, LLC
2274 Palos Verdes
Peninsula, CA. 90274

APN - 126-421-14
Zoning CG
Total Lot Sq. 21,875 sqpx



ATTACHMENT F

SCALE: 1" = 8'		DRAWN BY: [Signature]	
DATE: 02/27/2009		CHECKED BY: [Signature]	
PROJECT: [Blank]		DRAWING NUMBER: [Blank]	

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 25, 2017

SUBJECT: CONSIDERATION OF TRAFFIC CALMING MEASURES ON LOLA AVENUE

REPORT IN BRIEF:

The City Council has asked staff to research the possibility of traffic calming measures on Lola Avenue. Staff has engaged our traffic engineering consultants to prepare a report on Lola Avenue and potential measures.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) - consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.
2. City Council review the staff report and direct staff whether to pursue traffic calming measures on Lola Avenue.

BACKGROUND:

The residents near and on Lola Avenue have expressed concerns regarding speeding on Lola Avenue. The City Council directed staff to evaluate the possibility of traffic calming measures, including speed bumps, to slow traffic on this street. This report provides the information as directed.

ANALYSIS:

Traffic calming is a term used to describe an approach to addressing resident concerns regarding vehicle intrusion in neighborhoods such as excessive speeds and cut through traffic. It is community planning at its best, involving residents, engineers, and planners in developing a plan of physical improvements and/or modifications to the roadway that passively seek to address the concerns without incurring additional enforcement

responsibilities. Originally conceived of in Europe, traffic calming is based on the premise that motorists drive in a manner and speed that the physical characteristics permit. In other words, a wide, level, paved roadway is more conducive to higher speeds than one that is narrow, undulating, and has varying surface treatments at intersections.

Many cities have adopted traffic calming programs with very specific criteria for the installation of measures. These criteria can include types of measures, process for a neighborhood to approach the city, numerical thresholds for the installation of measures, and review of the measures' effectiveness. Stanton does not have any such program and this is the City's first review of potential measures. Our consultant has used standard design criteria in other cities' programs in the report that has been produced.

Most traffic calming programs use an iterative approach to the installation of measures, from the least-intrusive to the most-intrusive. Paint and signage are typically seen as the least-intrusive as they cause no negative impacts on the drivers nor the nearby residents. Measures such as speed humps, bumps, and cushions are viewed as the most-intrusive measures as they cause significant impacts to drivers and nearby residents. The intent is to solve the problem with the least amount of negative impacts.

The installation of speed humps, bumps, or cushions has been an area of detailed study by Public Safety organizations over the years. The concern has been that these measures cause a reduction in response time and damage to their vehicles, particularly to heavy fire engines. The Orange County Fire Authority has developed a guideline for the installation of traffic calming measures which allows for humps and cushions, but with the specific approval of the fire code official on private property. On public property these guidelines are simply a recommendation. The preference is for speed cushions as the larger fire engines can straddle the cushion and travel on flat ground with no impact. However the smaller paramedic vans and police vehicles still experience the bump and the delay.

Most traffic calming programs also have specific processes to assure the types of measures proposed are truly what the entire neighborhood desires. This is to assure a minority or vocal residents cannot get an application approved contrary to the desires of the entire neighborhood. If the Council directs that traffic calming measures be implemented, staff would follow a similar process to the vote of a neighborhood for permit parking. Only if there was a positive vote of the neighborhood would the measures be installed. Similarly, most traffic calming programs have a review period after six months to determine if the measures have been effective.

The attached report includes an analysis of the volumes and speeds on Lola. The volume of over 1,000 cars a day is a typical threshold in most programs in order for traffic calming to be considered. In each reach of Lola this threshold is met. The speeds on Lola were measured at three locations. The 85th percentile speed was

measured at each of these, which is the speed at which 85% of the vehicles are traveling at or below. This measurement is typically used as a measurement of the speeds on a street for speed limit and traffic calming purposes. The speeds from Sherrill Street to Magnolia Avenue were found to be far in excess of the speed limit, while the speeds on the street from Dale Street to Sherrill Street were slightly in excess of the speed limit. This is likely due to the Stop signs and cross gutters within this reach.

The recommendations from the report are as follows:

- Send Sheriff's Department personnel for selected enforcement.
- Phase 1: Paint double yellow centerline stripe along Lola Avenue between Dale Avenue and Magnolia Avenue per CA-MUTCD (2014). Monitor effect on traffic speed and determine if further traffic calming measures are needed. Cost is \$3,000.
- Phase 2: Install radar speed limit sign with feedback on Lola Avenue between Sherrill Street and Magnolia Avenue per CA-MUTCD (2014). Monitor effect on traffic speed and determine if further traffic calming measures are needed. Cost is \$5,000 per sign.
- Phase 3: Install lateral painted rumble strips on Lola Avenue between Macduff Street/Sherrill Street and Sherrill Street/Magnolia Avenue per CA-MUTCD (2014). Monitor effect on traffic speed and determine if further traffic calming measures are needed. Cost is \$250 per lane.
- Phase 4: Install two 3" high speed cushions with advanced warning signs on Lola Avenue between Sherrill Street and Magnolia Avenue per Orange County Fire Authority Traffic Calming Measures Guidelines (2017). Cost is \$4,000 per location.

The City Council could direct staff to implement these measures as proposed as individual phases or in their entirety. If Phase 4 is selected for implementation, staff would perform a balloting of the properties near the speed cushions to obtain their concurrence. Also, staff would ask for a sign off from the property owners immediately adjacent to the speed cushion.

FISCAL IMPACT:

The costs for the traffic calming measures would be as stated in the report. Funding is available from Gas Tax Funding.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), the proposed traffic calming measures would be exempt from the California

Environmental Quality Act ("CEQA") under Section 15301(c) - consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination..

LEGAL REVIEW:

None.

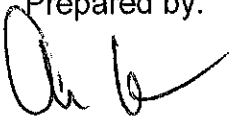
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

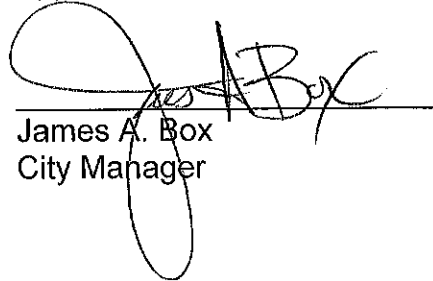
3 - Provide a quality infrastructure.

Prepared by:



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

Approved by:



James A. Box
City Manager

Attachment:

(1) Traffic Calming Report

**Lola Avenue from Dale Street to Magnolia Avenue
Traffic Calming Analysis Draft Report**

Prepared for:
City of Stanton

Prepared by:
W.G. Zimmerman Engineering, Inc.
17011 Beach Boulevard, Suite 1240
Huntington Beach, CA 92647
Phone: (714) 799 – 1700
Fax: (714) 333 – 4712

July 2017

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INTRODUCTION

The purpose of this report is to present the findings of a traffic calming analysis along Lola Avenue between Dale Street and Magnolia Avenue. Residents on Lola Avenue have raised concerns regarding speeding vehicles along the road segment. At the request of the City, W.G. Zimmerman Engineering performed an analysis along Lola Avenue to evaluate traffic patterns and propose possible mitigation measures. The study was based upon the California Edition of the Manual of Uniform Transportation Control Devices (CA-MUTCD) (2014 Latest Revision), the Orange County Fire Authority Traffic Calming Devices Guidelines (2017) and the Transportation Research Board Highway Capacity Manual (2010). A Location map of the study area is provided below as Figure 1.

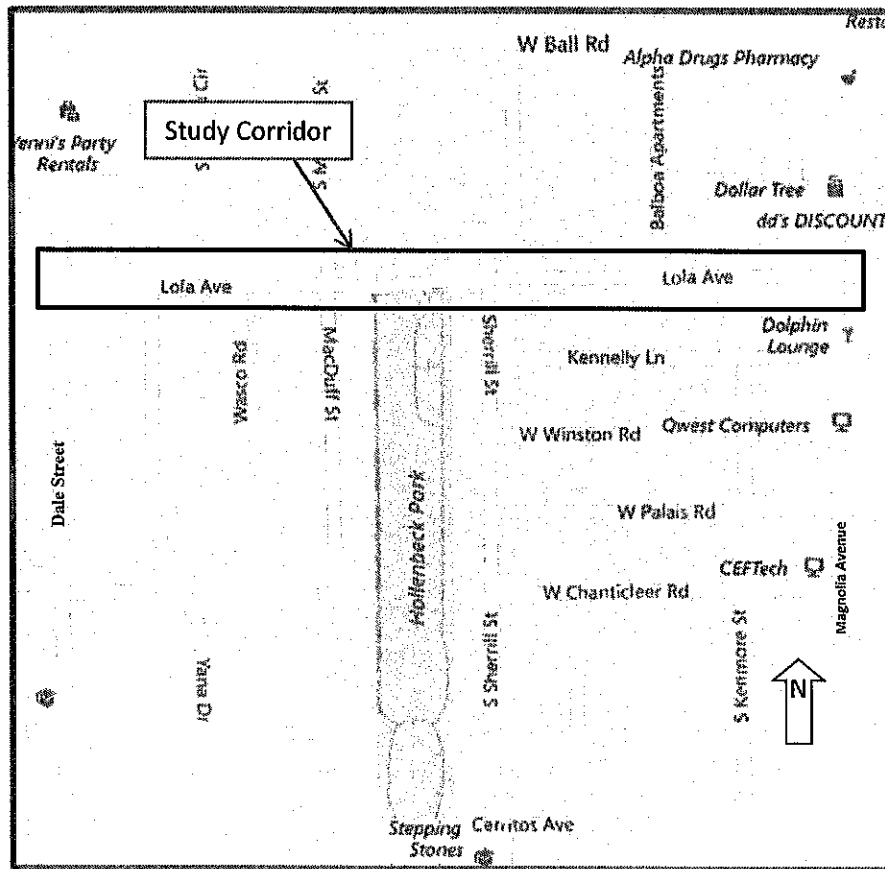


Figure 1: Location Map

EXISTING CONDITIONS:

Lola Avenue is a two-lane street classified as a local residential street and is oriented in the east-west direction. The speed limit on Lola Avenue is 25 miles per hour. The area surrounding Lola Avenue is comprised of single-family residential homes. Curbside parking is permitted along Lola Avenue. The study area limits include the following intersections:

- Lola Avenue and Dale Street
- Lola Avenue and East 21th Street
- Lola Avenue and Wasco Road (Stop Controlled)
- Lola Avenue and Macduff Street
- Lola Avenue and Sherrill Street (Stop Controlled)
- Lola Avenue and Magnolia Avenue

All of the intersections are unsignalized. An aerial map of the study corridor location is provided below as Figure 2.

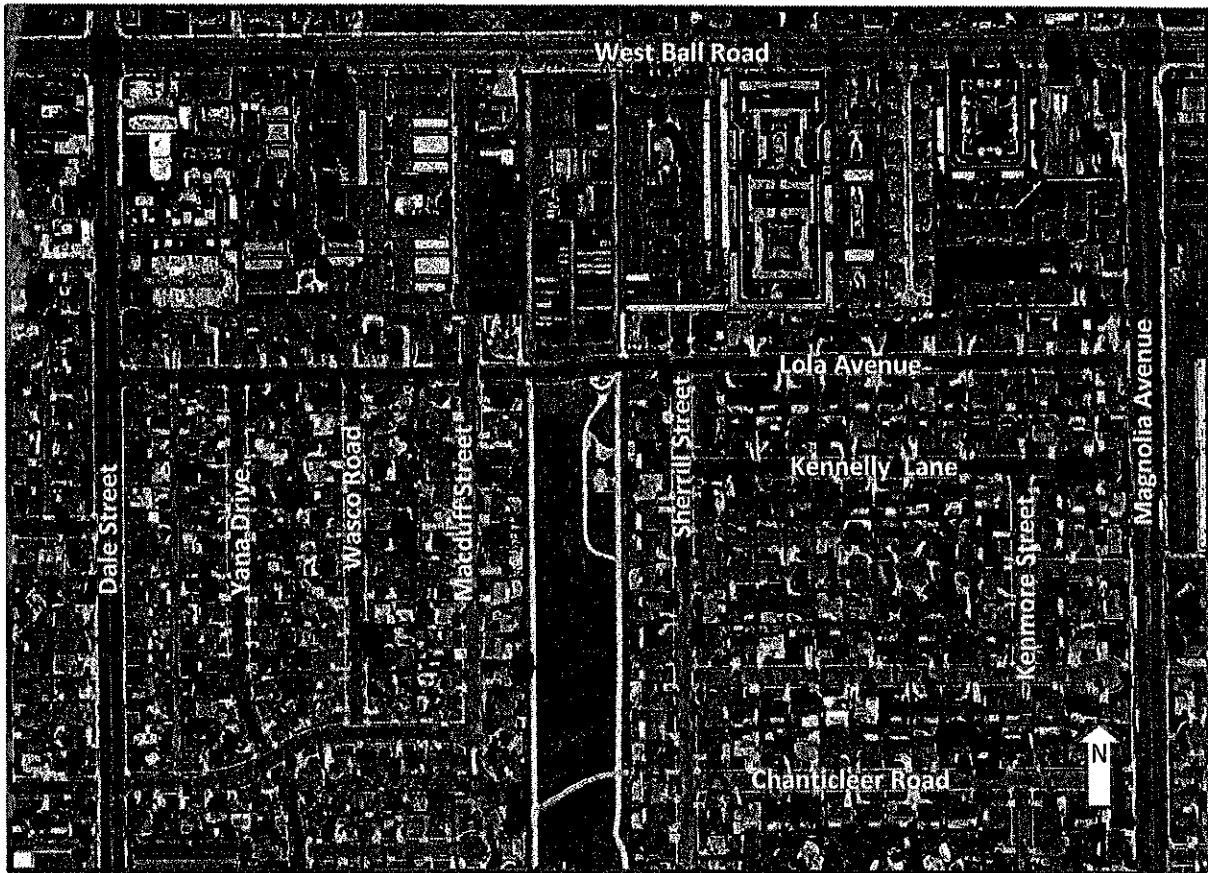


Figure 2: Aerial Map

CONCERN

The primary focus of this study is to analyze the issues of neighborhood mobility and safety along Lola Avenue between Dale Street and Magnolia Avenue. Some residents raised concerns about unusually high vehicle speeds and cut through traffic within the study area. It is suspected that commuters are using Lola Avenue as an alternate route to avoid traffic on West Ball Road.

METHODOLOGY

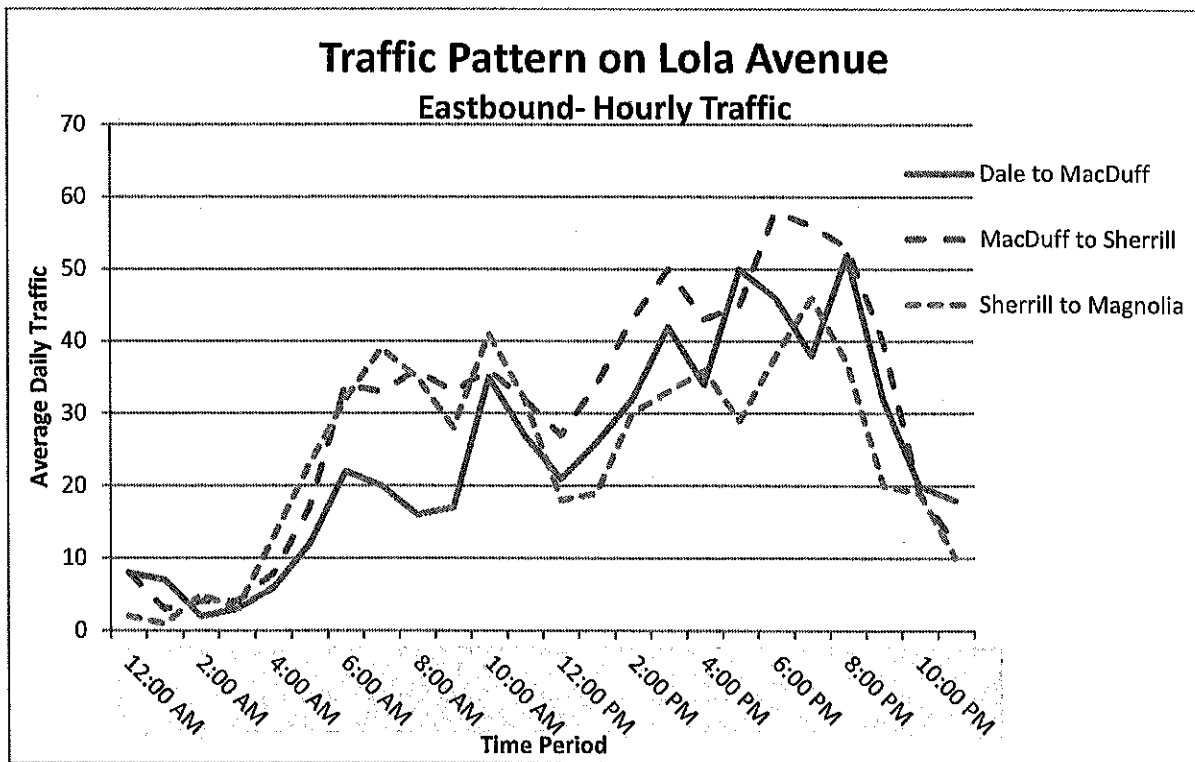
The street segment was analyzed for average daily traffic (ADT) volumes, vehicle speeds, and viable roadway traffic calming measures. A field review was performed to determine vehicle travel patterns, existing road geometry and sight distance per CA-MUTCD and Caltrans criteria.

TRAFFIC VOLUMES

Traffic volumes were used to evaluate the traffic pattern along Lola Avenue. The average daily traffic (ADT) counts were conducted in July 2017 by Counts Unlimited, Inc. The traffic counts are provided in the Attachment A. The ADT for eastbound and westbound traffic on Lola Avenue is summarized in Table 1 and is displayed graphically by Figure 3.

Table 1: Lola Avenue ADT Table

Road Segments	ADT (24 Hr.)	
	EB	WB
Dale Street to Macduff Street	586	633
Macduff Street to Sherrill Street	728	768
Sherrill Street to Magnolia Avenue	589	593
Average	635	664



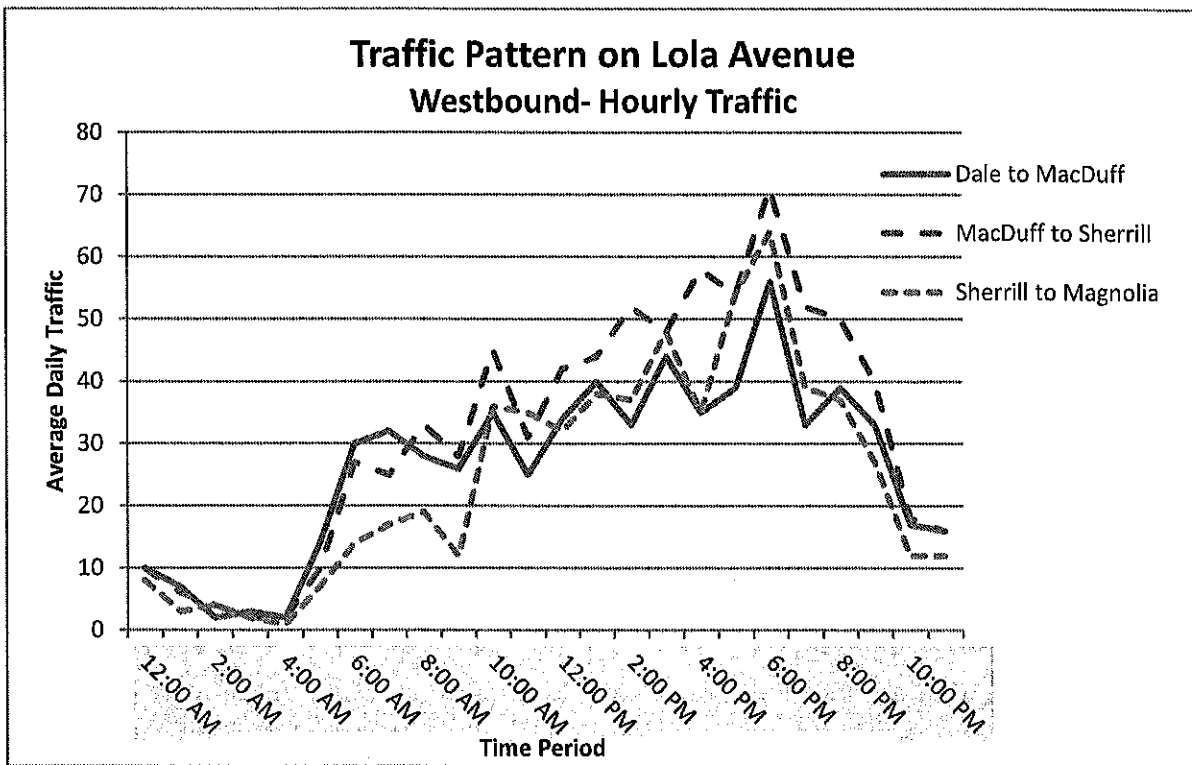


Figure 3: Lola Avenue ADT Graphs

An analysis of the traffic pattern shows that the majority of eastbound and westbound traffic on Lola Avenue occurs during the afternoon period. The traffic counts suggest that drivers may be using the westward direction of Lola Avenue as a cut through pathway, likely to avoid traffic on Ball Road. The Macduff Street to Sherrill Street segment has a higher number of vehicle trips when compared to the two other segments. This is most likely due to the fact that the segment acts as a connector for the residential areas on the east and west sides of Hollenbeck Park. The current ADT for Lola Avenue is approximately 1,300 vehicles.

VECHICLE SPEEDS

A speed survey was taken to measure the traffic patterns of driver along Lola Avenue. The speed data is provided in the Attachment A. A summary of the vehicle speeds are shown in Table 2 and are displayed graphically by Figure 4.

Table 2: Lola Avenue Speed Table

Road Segments	85th Percentile Speed (MPH)		95 th Percentile Speed (MPH)	
	EB	WB	EB	WB
Dale Street to Macduff Street	28	27	31	29
Macduff Street to Sherrill Street	26	29	29	32
Sherrill Street to Magnolia Avenue	34	34	38	38

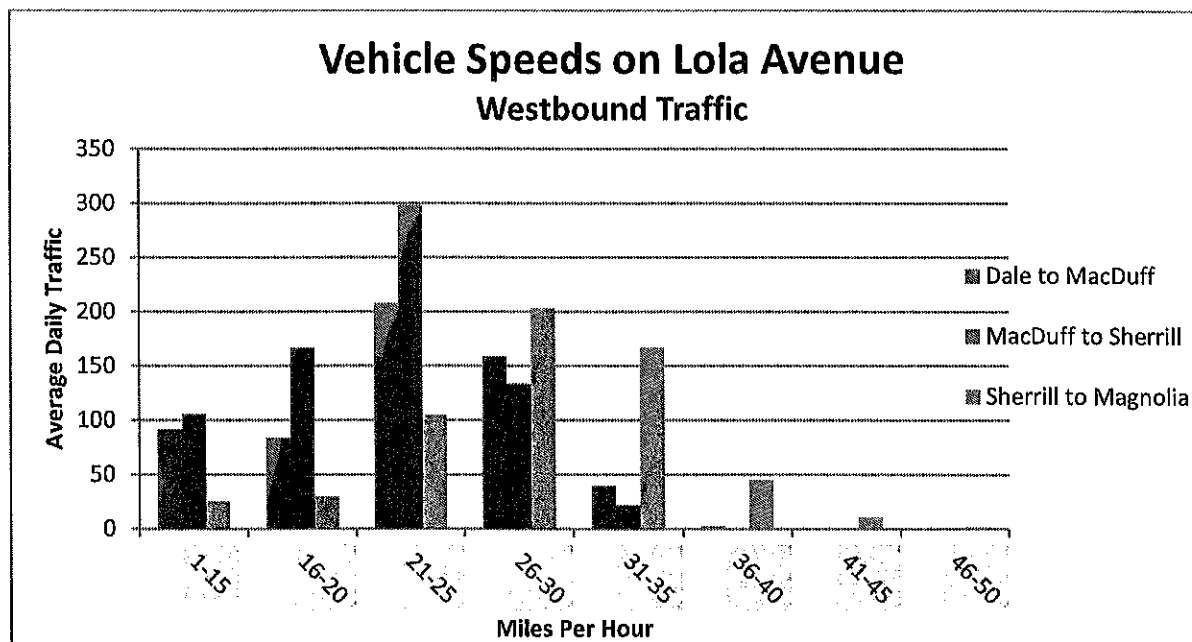
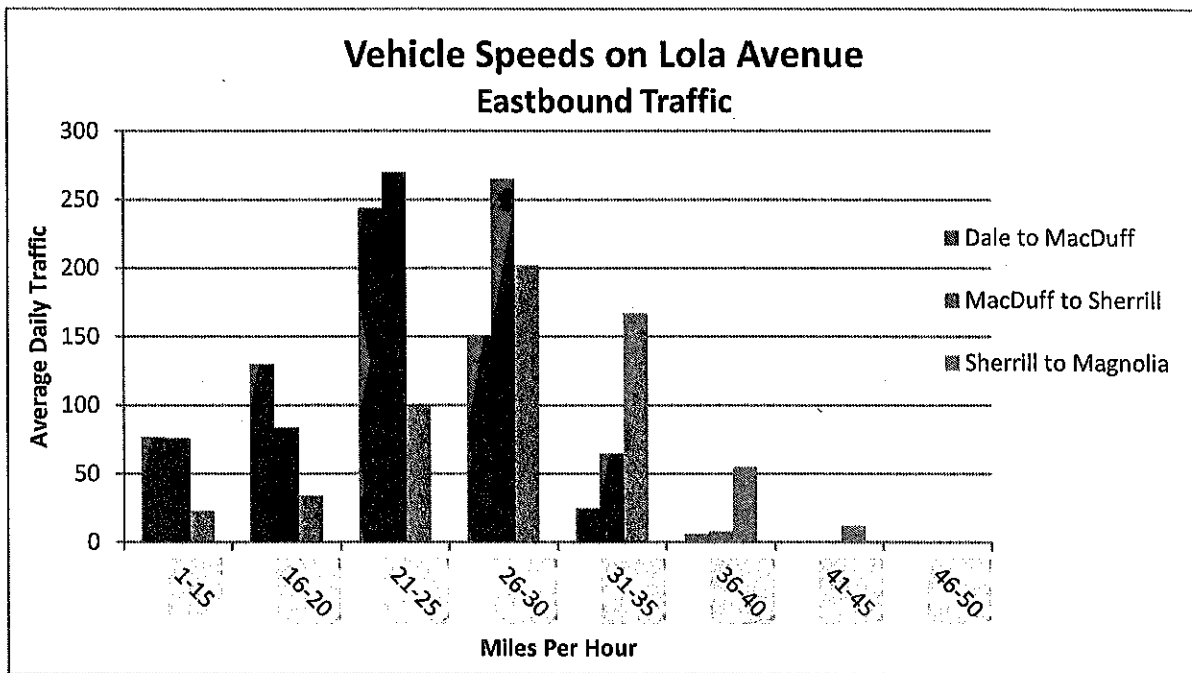


Figure 4: Lola Avenue Vehicle Speed Graphs

An analysis of the vehicle speeds along Lola Avenue shows that the 85th percentile speed for all three roadway segments are above the posted speed limit of 25 miles per hour. The Sherrill Street to Magnolia Avenue roadway segment has the highest vehicle speeds of the three roadway segments. The Sherrill Street to Magnolia Avenue segment has an 85th percentile speed that is 35 miles per hour, which is 9 mile per hour greater than the regulatory speed limit. Based on the traffic data, speeding appears to be the biggest issue on the roadway segments. Figure 4 shows that there is a high proportion of vehicles traveling above the speed limit on the Lola Avenue corridor.

TRAFFIC CALMING MEASURES

There is a variety of traffic calming measures that are applicable to resolving traffic issues on Lola Avenue. Table 3 below lists the benefits and drawbacks of each possible mitigation measure. The measures are listed in order of least intrusive to most intrusive.

Table 3: Traffic Calming Measures Comparison Table

	Advantages	Disadvantages
Pavement Markings: "Slow Ahead"	Least initial costs. Easy to modify.	Easily ignored by drivers. No active feedback from device.
Narrowing Lane Width/ Edgeline Striping	Low cost to install and easy maintenance. Works similar to curb extensions without the liability. Delineates parking areas. Easy to modify.	Cars and trucks may misuse if painted.
Longitudinal Markings	Low cost to install and easy maintenance. Easy to modify.	Cars and trucks may misuse if painted.
Signs: Speed Limit Traffic Calming Area No Trucks CMS Speed Sign	Alerts Drivers before entering the neighborhood. Least initial costs. Easy to modify. Will slow traffic, discourage cut-through.	Too many signs may confuse or be ignored by drivers. Signs may be considered as annoying by residents. Requires constant enforcement.
Radar Speed limit sign with feedback	Shown to have a minor effect in reducing vehicular speeds. Such signs have been shown to be most effective in school zones. Creation of positive public relations, better acceptance of speeding tickets, and its ability to act as a teaching device.	Potential vandalism to the equipment if left unattended. It may encourage speeding by those who wish to "test" it. Its speed reduction effectiveness is isolated to the immediate area and time of its use, and this likely will diminish over time.
Rumble Strips	Short term effectiveness.	Noise. Possible vibration of nearby homes. Not a long term solution.
Raised Crosswalks	Works similar to speed tables, but at intersections. Effective in conjunction with curb extensions and speed tables.	High costs for installation and maintenance. Noise may be an issue.

Speed Cushion	Allows for emergency vehicles to pass without slowing down. Effective speed reduction near speed cushion. Traffic volume reduction.	Noise can be an issue. Pavement maintenance is difficult and costly.
Speed Hump	Reductions in 85th percentile speeds ranging from 3 MPH to 14 MPH between speed humps and from 6 MPH to 27 MPH at the speed hump location. Traffic volume reduction.	Noise. Slows down emergency vehicles. Have a more severe impact on longer wheel base vehicles.
Speed Tables	Effective when combined with the curb extensions or medians.	Questionable effectiveness for 85 th speed noted. Maybe confused with a crosswalk. Noise can be an issue. Pavement maintenance is difficult and costly. High costs.
Median Islands	Discourage truck traffic. Discourages cut-through traffic. Slows approaching traffic.	Additional signage required. Slows only approaching traffic. High costs. Potential parking and driveway conflicts.
Curb Extensions (Bulb-outs)	Alternating locations create a meandering effect in the roadway. Good for diverting trucks by installing at intersection. Slows approaching traffic.	High costs. Slows only vehicles adjacent to the installation. May create a problem for the incoming left turns. Potential drainage, trash pick-up, street sweeping, driveway, and parking conflicts.
Mountable Landscape Island and Knuckles (Cul-de-Sac)	No thru traffic. Slows traffic. Beautifies roadway. Allows emergency access	Slows emergency vehicles response. Higher maintenance costs. Separates neighborhoods. Possible drainage, trash, transit conflicts.

After comparing the benefits and disadvantages of several traffic calming measures, WGZE was able to condense possible mitigation measures into four options. The four measures were chosen based on existing neighborhood roadway conditions, location, and effectiveness.

LONGITUDINAL MARKINGS:

WGZE looked at the possibility of implementing longitudinal markings along Lola Avenue in order to reduce traffic speeds. There is currently no center line along Lola Avenue causing there to be a wider area for drivers to speed when traveling down the study corridor. Implementing a centerline would reduce the lane width available due to the on-street parking on both sides of Lola Avenue. The eastbound and westbound directions would be left with 10 foot lanes through which the vehicles must be guided. Studies have shown decreasing lane widths are effective at reducing vehicle speeds. Unlike other traffic calming measures there is no psychical obstruction to local residents nor are there noise effects. Installing longitudinal striping along Lola Avenue will cost a lump sum of approximately \$3,000.

RADAR SPEED LIMIT SIGN WITH FEEDBACK

Speed limit signs with feedback is a variable message sign equipped with a radar gun which displays the posted speed limit and the approaching driver's speed. Its purpose is to increase driver awareness of the roadway's regulatory speed limit and their own travel speed. This traffic control device would be most effective on the roadway segment between Sherrill Street and Magnolia Avenue, where vehicles have the highest 85th percentile speeds. Speed limit signs can be utilized on low volume roads and display the regulation speed limit following an engineering study. It is important to place signs as close as possible to residential property lines to avoid the visual obstruction of adjacent homes. The cost of each sign is approximately \$5,000.

LATERAL PAINTED RUMBLE STRIPS

Rumble strips are a series of either bumps or depressions in the pavement. They are intended to alert drivers of a special situation, such as a speed reduction or stop ahead condition. They are typically 0.5" to 1.5" or deep, 3" to 4" wide and placed 90" to traffic flow. Rumble strips can be a good intermediate traffic calming measure to help reduce traffic speeds. Their cost is approximately \$1 per linear foot. The length of the rumble strip series should be limited to reduce noise and vibration concerns near homes.

SPEED CUSHIONS

Speed humps and speed cushions are a traffic calming measures that are designed to reduce vehicles speeds along a roadway. We analyzed the application of speed humps and speed cushions per National Association of City Transportation Officials (NACTO) Updated Guidelines for the Design and Application of Speed Humps (2007) and ITE Recommended Practice for the Design and Application of Speed Humps (1997). There are a few criteria that must be met for theses mitigation measures to be considered.

In order to justify the installation of a speed hump or speed table, the 85th percentile speed of a street section must be at least 35 miles per hour or 5 miles per hour over the regulatory speed limit. A speed survey on Lola Avenue provided by the Counts Unlimited shows that the 85th percentile speeds are 34 miles per hour for the eastbound and westbound directions between Sherrill Street and Magnolia Avenue. Both directions have 85th percentile speeds that are greater than 5 miles per hour above the current 25 miles per hour speed limit on Lola Avenue. Speed cushions have shown to be an effective way tool for reducing traffic speeds while allowing for emergency vehicles to pass unimpeded. The cost for each speed cushion set is approximately \$4,000 (three rubber speed cushions per location).

CONCLUSION

The primary focus of this study is to analyze the issues of neighborhood mobility and safety along the residential street corridor, Lola Avenue. Based on the traffic analysis, vehicle patterns show the presence of high vehicle speeds primarily during afternoon traffic on Lola Avenue. Drivers are using the roadway segments in between stop signs as a straight-away to speed up.

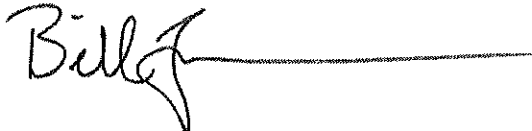
There are a few options to restrict speeds along Lola Avenue. The concerning access points are at the intersection of Lola Avenue/ Dale Street and Lola Avenue/Magnolia Avenue. The applicable mitigation measures will focus on traffic between these intersections and the reduction of vehicle speeds to improve neighborhood safety. The following recommendations should help alleviate the high vehicle speeds and some of the cut-through traffic on Lola Avenue. Residents will need to be consulted before implementation of the traffic calming measures take effect in order ensure neighborhood acceptance.

RECOMMENDATIONS

- Send Sheriff's Department selected enforcement.
- Phase 1: Paint double yellow centerline stripe along Lola Avenue between Dale Avenue and Magnolia Avenue per CA-MUTCD (2014). Monitor effect on traffic speed and determine if further traffic calming measures are needed.
- Phase 2: Install radar speed limit sign with feedback on Lola Avenue between Sherrill Street and Magnolia Avenue per CA-MUTCD (2014). Monitor effect on traffic speed and determine if further traffic calming measures are needed.
- Phase 3: Install lateral painted rumble strips on Lola Avenue between Macduff Street/Sherrill Street and Sherrill Street/Magnolia Avenue per CA-MUTCD (2014). Monitor effect on traffic speed and determine if further traffic calming measures are needed.
- Phase 4: Install two 3" high speed cushions with advanced warning signs on Lola Avenue between Sherrill Street and Magnolia Avenue per Orange County Fire Authority Traffic Calming Devices Guidelines (2017).

Should you have questions regarding this report, please call me directly at (714) 799-1700 ext. 11.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Zimmerman", followed by a horizontal line.

Bill Zimmerman, P.E., PTOE

ATTACHMENT A

Traffic Counts

Counts Unlimited, Inc.

PO Box 1178

Corona, CA 92878

Phone: (951) 268-6268

email: counts@countsunlimited.com

City of Stanton
 Lola Avenue
 B/ Sherill Avenue - Magnolia Avenue
 24 Hour Directional Speed Survey

STN003
 Site Code: 999-17450

Eastbound

Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total
07/06/17	0	0	0	0	0	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
01:00	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	1	1	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
03:00	0	0	0	0	0	2	2	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
04:00	0	0	0	0	5	5	5	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
05:00	1	1	1	5	5	8	8	6	6	2	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23
06:00	0	0	0	8	1	12	12	5	5	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
07:00	0	0	3	1	1	17	17	14	14	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39
08:00	2	2	0	3	3	18	18	9	9	1	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35
09:00	2	2	1	10	10	9	9	3	3	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
10:00	7	5	5	10	10	5	5	10	10	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	41
11:00	2	1	1	4	4	9	9	13	13	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
12 PM	0	0	0	4	4	7	7	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
13:00	0	1	1	1	1	7	7	8	8	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
14:00	0	1	1	8	8	10	10	8	8	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30
15:00	0	0	2	4	4	12	12	12	12	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33
16:00	4	0	0	2	2	18	18	10	10	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36
17:00	2	3	3	6	6	8	8	7	7	1	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29
18:00	1	3	3	5	5	9	9	16	16	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38
19:00	0	2	2	9	9	12	12	18	18	3	3	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	46
20:00	1	5	5	7	7	19	19	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37
21:00	0	0	0	5	5	4	4	8	8	2	2	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	20
22:00	1	0	0	4	4	7	7	5	5	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
23:00	3	2	2	3	3	1	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
Total	26	30	30	105	105	203	203	167	167	45	45	11	11	2	2	0	0	0	0	0	0	0	0	0	0	0	0	589

Daily
 15th Percentile : 21 MPH
 50th Percentile : 28 MPH
 85th Percentile : 34 MPH
 95th Percentile : 38 MPH

Statistics
 Mean Speed(Average) : 28 MPH
 10 MPH Pace Speed : 26-35 MPH
 Number in Pace : 370
 Percent in Pace : 62.8%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc.

PO Box 1178

Corona, CA 92878

Phone: (951) 268-6268

email: counts@countsunlimited.com

City of Stanton
Lola Avenue
B/ Sherill Avenue - Magnolia Avenue
24 Hour Directional Speed Survey

STN003
Site Code: 999-17450

Westbound

Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total
07/06/17	1	0	0	0	0	6	3	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
01:00	0	0	0	0	0	2	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
02:00	1	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
03:00	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00	0	0	0	0	0	3	3	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
06:00	0	0	0	3	3	3	3	6	7	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
07:00	1	1	1	2	2	2	2	7	5	3	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
08:00	0	2	2	5	5	3	3	6	10	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
09:00	0	0	0	1	1	4	4	6	14	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
10:00	3	2	2	6	6	14	9	10	14	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36
11:00	2	3	3	3	3	6	6	18	18	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35
12 PM	0	0	0	5	5	10	10	11	11	10	10	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
13:00	1	1	1	4	4	10	11	7	13	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38
14:00	1	3	3	10	10	11	16	7	13	0	0	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	37
15:00	2	3	3	11	11	23	23	6	17	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48
16:00	0	2	2	1	1	17	17	19	19	7	7	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35
17:00	2	1	1	6	6	26	26	19	19	3	3	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54
18:00	4	2	2	8	8	11	11	9	9	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	64
19:00	2	5	5	9	9	18	18	4	4	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39
20:00	0	2	2	4	4	14	14	3	3	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37
21:00	2	2	2	4	4	2	2	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27
22:00	1	3	3	3	3	2	2	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
23:00	0	1	1	6	6	2	2	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
Total	23	34	34	99	99	202	202	167	167	55	55	12	12	1	1	0	0	0	0	0	0	0	0	0	0	0	0	593

Daily
15th Percentile : 21 MPH
50th Percentile : 28 MPH
85th Percentile : 34 MPH
95th Percentile : 38 MPH

Statistics
Mean Speed(Average) : 28 MPH
10 MPH Pace Speed : 26-35 MPH
Number in Pace : 369
Percent in Pace : 62.2%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

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City of Stanton
 Lola Avenue
 B/ Sherill Avenue - Magnolia Avenue
 24 Hour Directional Speed Survey

STN003
 Site Code: 999-17450

Eastbound, Westbound

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
07/06/17	1	0	0	7	1	0	1	0	0	0	0	0	0	0	10
01:00	0	0	0	3	1	0	0	0	0	0	0	0	0	0	4
02:00	1	0	1	2	5	0	0	0	0	0	0	0	0	0	9
03:00	0	1	1	2	0	1	0	0	0	0	0	0	0	0	5
04:00	0	0	5	5	2	2	0	0	0	0	0	0	0	0	14
05:00	1	1	5	11	9	3	0	0	0	0	0	0	0	0	30
06:00	0	0	11	15	11	8	1	0	0	0	0	0	0	0	46
07:00	1	4	3	19	21	7	1	0	0	0	0	0	0	0	56
08:00	2	2	8	21	14	4	3	0	0	0	0	0	0	0	54
09:00	2	1	11	13	9	3	1	0	0	0	0	0	0	0	40
10:00	10	7	16	19	20	4	1	0	0	0	0	0	0	0	77
11:00	4	4	7	18	27	6	1	0	0	0	0	0	0	0	67
12 PM	0	0	9	13	24	4	0	0	0	0	0	0	0	0	50
13:00	1	2	5	17	19	12	1	0	0	0	0	0	0	0	57
14:00	1	4	18	21	15	7	1	0	0	0	0	0	0	0	67
15:00	2	5	15	28	25	3	2	1	0	0	0	0	0	0	81
16:00	4	2	3	41	16	5	0	0	0	0	0	0	0	0	71
17:00	4	4	17	25	24	4	5	0	0	0	0	0	0	0	83
18:00	5	5	11	35	35	10	1	0	0	0	0	0	0	0	102
19:00	2	7	17	23	27	5	3	1	0	0	0	0	0	0	85
20:00	1	7	16	37	9	3	1	0	0	0	0	0	0	0	74
21:00	2	2	9	18	11	4	0	1	0	0	0	0	0	0	47
22:00	2	3	7	9	7	3	0	0	0	0	0	0	0	0	31
23:00	3	3	9	3	2	2	0	0	0	0	0	0	0	0	22
Total	49	64	204	405	334	100	23	3	0	0	0	0	0	0	1182

Daily
 15th Percentile : 21 MPH
 50th Percentile : 28 MPH
 85th Percentile : 34 MPH
 95th Percentile : 38 MPH

Statistics
 Mean Speed(Average) : 28 MPH
 10 MPH Pace Speed : 26-35 MPH
 Number in Pace : 739
 Percent in Pace : 62.5%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc.

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email: counts@countsunlimited.com

STN002
Site Code: 999-17450City of Stanton
Lola Avenue
B/ Macduff Street - Sherill Street
24 Hour Directional Speed Survey

Eastbound

Start Time	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	999	Total
07/06/17	2	2	2	2	3	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
01:00	0	0	0	0	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
02:00	1	1	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
03:00	0	0	0	0	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
04:00	0	0	2	2	3	3	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
05:00	2	5	5	5	8	8	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
06:00	2	8	8	8	16	16	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34
07:00	4	5	5	5	12	12	10	10	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33
08:00	8	8	8	8	16	16	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36
09:00	2	10	10	10	14	14	6	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33
10:00	5	9	9	9	15	15	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36
11:00	3	3	3	3	14	14	11	11	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
12 PM	2	8	8	8	6	6	10	10	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27
13:00	5	7	7	7	16	16	5	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34
14:00	9	9	9	9	19	19	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	43
15:00	11	11	11	11	21	21	8	8	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50
16:00	2	13	13	13	19	19	7	7	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	43
17:00	9	9	9	9	20	20	6	6	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45
18:00	13	13	11	11	20	20	12	12	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58
19:00	8	15	15	15	24	24	8	8	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56
20:00	12	15	15	15	19	19	5	5	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	53
21:00	3	12	12	12	17	17	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
22:00	2	2	6	6	9	9	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
23:00	1	1	5	5	1	1	3	3	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
Total	106	167	167	167	298	298	134	134	22	22	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	728

Daily
 15th Percentile : 15 MPH
 50th Percentile : 21 MPH
 85th Percentile : 26 MPH
 95th Percentile : 29 MPH

Statistics
 Mean Speed(Average) : 21 MPH
 10 MPH Pace Speed : 16-25 MPH
 Number in Pace : 465
 Percent in Pace : 63.9%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc.

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City of Stanton
 Lola Avenue
 B/ Macduff Street - Sherill Street
 24 Hour Directional Speed Survey

STN002
 Site Code: 999-17450

Westbound

Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	999	76	Total
07/06/17	1	3	5	3	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
01:00	0	1	3	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
02:00	1	0	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
03:00	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
05:00	1	0	2	2	0	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
06:00	3	1	9	9	4	10	11	4	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27
07:00	1	0	7	7	11	13	13	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25
08:00	2	3	10	10	12	10	13	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33
09:00	2	2	12	12	13	19	19	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
10:00	8	3	13	13	8	19	19	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45
11:00	1	1	8	8	11	20	20	4	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31
12 PM	2	3	11	11	11	14	14	8	8	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
13:00	2	7	11	11	17	17	17	4	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44
14:00	4	8	17	17	13	15	15	5	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
15:00	6	8	21	21	18	17	17	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48
16:00	9	6	21	21	18	18	18	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58
17:00	3	7	37	37	22	22	22	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54
18:00	4	6	21	21	17	17	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	71
19:00	10	4	21	21	18	18	18	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
20:00	9	9	18	18	13	15	15	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50
21:00	2	8	13	13	8	4	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
22:00	3	2	8	8	7	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
23:00	2	2	7	7	4	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
Total	76	84	270	270	265	265	265	65	65	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	768

Daily
 15th Percentile : 17 MPH
 50th Percentile : 24 MPH
 85th Percentile : 29 MPH
 95th Percentile : 32 MPH

Statistics
 Mean Speed(Average) : 24 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 535
 Percent in Pace : 69.7%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

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24 Hour Directional Speed Survey

STN002
Site Code: 999-17450

Eastbound, Westbound

Start Time	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	Total
07/06/17	3	5	8	8	8	8	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
01:00	0	1	5	5	5	5	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
02:00	2	2	2	2	2	2	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
03:00	0	0	5	5	5	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
04:00	0	2	3	3	3	3	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
05:00	3	5	10	10	10	10	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27
06:00	5	9	25	25	25	25	18	18	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	61
07:00	5	5	19	19	19	19	21	21	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58
08:00	10	11	26	26	26	26	17	17	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	69
09:00	4	12	28	28	28	28	16	16	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	61
10:00	13	12	30	30	30	30	26	26	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	81
11:00	4	4	22	22	22	22	30	30	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63
12 PM	4	11	17	17	17	17	30	30	5	5	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	69
13:00	7	14	27	27	27	27	19	19	9	9	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	78
14:00	13	15	36	36	36	36	25	25	4	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	95
15:00	17	13	34	34	34	34	23	23	10	10	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	98
16:00	11	19	40	40	40	40	24	24	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	101
17:00	12	16	41	41	41	41	24	24	5	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	99
18:00	17	17	57	57	57	57	34	34	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	129
19:00	18	19	45	45	45	45	25	25	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108
20:00	21	24	37	37	37	37	14	14	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	103
21:00	5	20	30	30	30	30	23	23	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80
22:00	5	8	17	17	17	17	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37
23:00	3	7	8	8	8	8	7	7	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
Total	182	251	568	568	568	568	399	399	87	87	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1496

Daily
15th Percentile : 15 MPH
50th Percentile : 22 MPH
85th Percentile : 28 MPH
95th Percentile : 31 MPH

Statistics
Mean Speed(Average) : 22 MPH
10 MPH Pace Speed : 21-30 MPH
Number in Pace : 967
Percent in Pace : 64.6%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

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Corona, CA 92878

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email: counts@countsunlimited.com

City of Stanton
 Lola Avenue
 B/ Dale Avenue - Macduff Street
 24 Hour Directional Speed Survey

STN001
 Site Code: 999-17450

Eastbound

Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total
07/06/17	1	0	0	2	3	3	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
01:00	3	0	2	3	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
03:00	1	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
04:00	1	3	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
05:00	2	0	0	7	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
06:00	3	1	1	5	9	9	4	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22
07:00	2	1	1	11	4	4	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20
08:00	0	3	3	4	7	7	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
09:00	2	4	4	4	4	4	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
10:00	5	9	8	8	11	11	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35
11:00	6	6	6	3	10	10	4	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27
12 PM	1	4	4	8	4	4	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21
13:00	4	1	1	9	10	10	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26
14:00	1	1	1	15	12	12	2	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
15:00	2	3	3	17	15	15	4	4	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
16:00	2	5	5	9	16	16	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34
17:00	14	8	8	16	11	11	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50
18:00	7	5	5	18	13	13	3	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	46
19:00	7	5	5	20	3	3	3	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38
20:00	15	11	11	17	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
21:00	5	5	5	15	6	6	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
22:00	6	5	5	5	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20
23:00	2	2	2	11	2	2	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
Total	92	84	84	208	159	159	40	40	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	586

Daily
 15th Percentile : 14 MPH
 50th Percentile : 22 MPH
 85th Percentile : 28 MPH
 95th Percentile : 31 MPH

Statistics
 Mean Speed(Average) : 22 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 367
 Percent in Pace : 62.6%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

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email: counts@countsunlimited.com

STN001
Site Code: 999-17450

City of Stanton
Lola Avenue
B/Dale Avenue - Macduff Street
24 Hour Directional Speed Survey

Westbound

Start Time	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total
07/06/17	0	0	2	2	5	5	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
01:00	1	1	2	2	2	2	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
02:00	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
03:00	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
04:00	0	0	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
05:00	2	2	3	3	5	5	4	4	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
06:00	2	2	4	4	17	13	4	15	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30
07:00	2	2	0	0	13	7	11	11	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
08:00	1	0	5	2	15	10	4	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
09:00	0	4	10	10	10	8	8	9	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26
10:00	3	3	6	6	16	11	11	9	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35
11:00	2	8	6	6	11	15	8	11	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25
12 PM	3	3	6	6	15	21	10	10	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34
13:00	8	3	7	7	21	14	3	3	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
14:00	3	4	4	4	13	11	10	13	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33
15:00	5	3	11	13	10	13	6	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44
16:00	5	8	13	13	15	15	6	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35
17:00	3	5	7	9	8	16	5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39
18:00	8	13	13	13	22	22	11	11	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56
19:00	5	13	13	13	15	15	6	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33
20:00	13	4	9	9	8	16	5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39
21:00	3	3	5	5	4	4	5	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33
22:00	3	4	2	2	7	7	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
23:00	4	7	130	130	244	151	25	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
Total	77	130	244	151	25	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	633

Daily
15th Percentile : 15 MPH
50th Percentile : 22 MPH
85th Percentile : 27 MPH
95th Percentile : 29 MPH

Statistics
Mean Speed(Average) : 22 MPH
10 MPH Pace Speed : 21-30 MPH
Number in Pace : 395
Percent in Pace : 62.4%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

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email: counts@countsunlimited.com

City of Stanton
Lola Avenue
B/ Dale Avenue - Macduff Street
24 Hour Directional Speed Survey

STN001
Site Code: 999-17450

Eastbound, Westbound

Start Time	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total
07/06/17	1	1	2	2	7	7	6	6	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
01:00	4	4	2	2	5	5	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
02:00	0	0	2	2	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
03:00	1	1	1	1	2	2	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
04:00	1	1	3	3	0	0	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
05:00	4	4	3	3	12	12	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26
06:00	5	5	5	5	22	22	13	13	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
07:00	4	4	1	1	24	24	19	19	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
08:00	1	1	8	8	11	11	18	18	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44
09:00	2	2	6	6	19	19	8	8	7	7	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	43
10:00	9	9	19	19	18	18	21	21	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	70
11:00	9	9	9	9	12	12	18	18	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
12 PM	3	3	10	10	24	24	13	13	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55
13:00	12	12	7	7	20	20	21	21	5	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	66
14:00	4	4	7	7	30	30	20	20	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65
15:00	6	6	10	10	38	38	25	25	4	4	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	86
16:00	7	7	18	18	23	23	19	19	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	69
17:00	17	17	19	19	26	26	24	24	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	89
18:00	15	15	18	18	40	40	24	24	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	102
19:00	12	12	12	12	35	35	9	9	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	71
20:00	28	28	24	24	25	25	14	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	91
21:00	9	9	14	14	31	31	10	10	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65
22:00	9	9	10	10	9	9	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37
23:00	6	6	4	4	18	18	5	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34
Total	169	169	214	214	452	452	310	310	65	65	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1219

Daily
15th Percentile : 15 MPH
50th Percentile : 22 MPH
85th Percentile : 28 MPH
95th Percentile : 31 MPH

Statistics
Mean Speed(Average) : 22 MPH
10 MPH Pace Speed : 21-30 MPH
Number in Pace : 762
Percent in Pace : 62.5%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

ATTACHMENT B

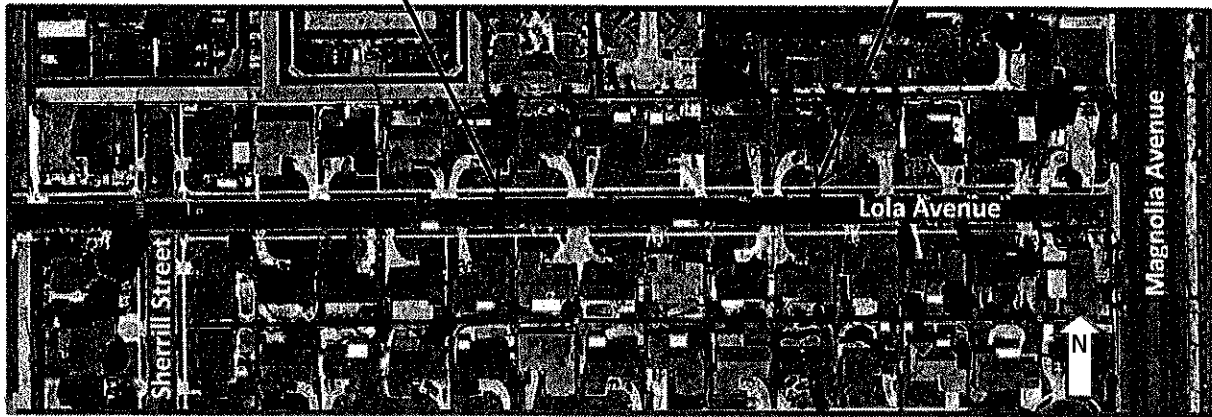
Traffic Calming Device Placement Exhibit

Traffic Calming Device Exhibit

For Speed Cushion Locations

Install 3" High Speed
Cushion 360' E/O
Sherrill Street

Install 3" High Speed
Cushion 360' W/O
Magnolia Avenue





ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Lori Smith, Assistant Chief/Fire Marshal

(714) 573-6000

www.ocfa.org

July 19, 2017

City of Stanton Public Works
7800 Katella Avenue
Stanton, CA 90680

Attention: Allan Rigg, PE AICP
Public Works Director/City Engineer

RE: OCFA Service Request # 218170
Speed Bump/Hump Assessment for Lola Avenue (From Dale to Magnolia)

Dear Allan,

Thank you for the opportunity to provide input relative to the proposed speed cushion installation in the above mentioned area in the City of Stanton. The Orange County Fire Authority (OCFA) is committed to providing quality emergency fire and medical response to the residents of Orange County. Therefore, we are concerned with any obstacles, including gates and speed bumps/humps, which impact our ability to provide the level of service. We also understand the community-wide need to control traffic for the safety of the residents and we will continue to work with you to ensure both objectives are met to the greatest extent possible.

The OCFA has done testing of 'speed cushions', and due to their design and dimensions, speed cushions do not impact emergency response time to our engines and trucks in the event of an emergency. Please see the attached dimensions of OCFA approved speed cushion dimensions. The speed cushions shall be installed to these dimensions. Once the speed cushions are installed, an OCFA Inspector will visit the site to ensure the installation is per the approve dimensions.

The OCFA is dedicated to overall community safety and understand the need to control traffic and speed for the safety of our residents. We will support this effort, if possible, and look forward to continuing to work with you to meet these goals. If you have any questions, I can be reached at (714) 573-6133 or by email at lynnepivaroff@ocfa.org.

Respectfully,

Lynne Pivaroff
Fire Prevention Analyst
Orange county Fire Authority

Copy: Kevin Bass, Assistant Fire Marshal

Serving the Cities of: Aliso Viejo • Buena Park • Cypress • Dana Point • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods • Lake Forest • La Palma
Los Alamitos • Mission Viejo • Placentia • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Santa Ana • Seal Beach • Stanton • Tustin • Villa Park
Westminster • Yorba Linda • and Unincorporated Areas of Orange County

RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council Members

DATE: July 25, 2017

SUBJECT: PROPOSED ORDINANCE TO CHANGE THE NAME OF THE STANTON PARKS AND RECREATION COMMISSION TO THE STANTON COMMUNITY SERVICES COMMISSION AND PROPOSED RESOLUTION TO AMEND THE COMMISSIONS SCHEDULED MEETING DATES

REPORT IN BRIEF:

This item proposes Ordinance No. 1067, which would change the name of the City's "Parks and Recreation Commission" to the "Community Services Commission". Also, this item proposes Resolution No. 2017-16, which would amend the Commission's scheduled meeting dates.

RECOMMENDED ACTIONS:

1. City Council declare that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15062(c)(2) and 15060(c)(3); and
2. Introduce for its first reading Ordinance No. 1067 entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING CHAPTERS 2.32 AND 2.36 OF TITLE 2 (ADMINISTRATION AND PERSONNEL) AND CHAPTER 12.36 OF TITLE 12 (STREETS AND SIDEWALKS) OF THE STANTON MUNICIPAL CODE TO CHANGE THE NAME OF THE STANTON PARKS AND RECREATION COMMISSION TO THE STANTON COMMUNITY SERVICES COMMISSION"; and

3. Set said ordinance for adoption at the regular City Council meeting of August 8, 2017; and
4. Adopt Resolution No. 2017-16 entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE STANTON COMMUNITY SERVICES COMMISSION'S SCHEDULED MEETING DATES".

BACKGROUND:

The Parks and Recreation Commission was re-established under Ordinance No. 1023 in 2014. The Commission assists the Community Services Department by serving as a recommending body for policy decisions and providing guidance and direction in meeting the parks and recreational needs of the City. As proposed, the Ordinance would modify the Commission's name from the "Parks and Recreation Commission" to the "Community Services Commission". The Commission has been called the Parks and Recreation Commission over the past several years, and this portion of the proposed ordinance would clarify and change the Commission's name to mirror the name of the department it serves, the Community Services Department.

Another change would be to change the meeting dates of the Commission to meeting six times per year (alternating months on the third Monday). The meeting times would remain at 6:30 p.m. at Stanton City Hall, Council Chambers. This will allow City staff an opportunity to build agenda items and to align meeting dates with City programming. This change would be effective September 7, 2017, with the first meeting under the amended schedule occurring on September 18, 2017.

ANALYSIS/JUSTIFICATION:

Because the Parks and Recreation Commission was established by Ordinance, it may only be amended by an Ordinance. Staff requests that Council introduce the Ordinance and waive its reading. The Ordinance would be effective 30 days after the approval of the second reading.

FISCAL IMPACT:

There is no budget impact. The Commission consists of seven members who serve in a voluntary and advisory capacity to Council Members.

ENVIRONMENTAL IMPACT:

This project is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15062(c)(2) and 15060(c)(3).

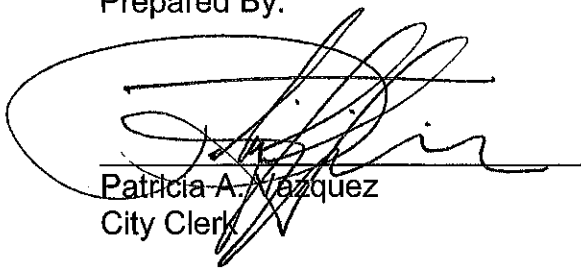
PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process and posted in three public places.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

- 1 – Provide a Safe Community
- 5 – Provide a High Quality of Life

Prepared By:



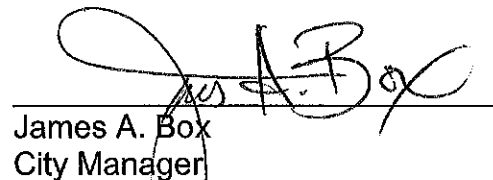
Patricia A. Vazquez
City Clerk

Concurred by:



Julie S. Roman
Community Services Director

Approved by:



James A. Box
City Manager

Attachment: Draft Ordinance No. 1067
Redline to Chapter 2.32 Parks and Recreation Commission
Redline to Chapter 2.36 Department of Parks and Recreation
Redline to Chapter 12.36 Unlawful Camping and Abandoned Property
Draft Resolution No. 2017-16

ORDINANCE NO. 1067

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING CHAPTERS 2.32 AND 2.36 OF TITLE 2 (ADMINISTRATION AND PERSONNEL) AND CHAPTER 12.36 OF TITLE 12 (STREETS AND SIDEWALKS) OF THE STANTON MUNICIPAL CODE TO CHANGE THE NAME OF THE STANTON PARKS AND RECREATION COMMISSION TO THE STANTON COMMUNITY SERVICES COMMISSION

WHEREAS, Article XI, Section 7 of the California Constitution authorizes the City to enact and enforce ordinances that promote social, recreational, or aesthetic considerations; and

WHEREAS, the City of Stanton re-established the Stanton Parks and Recreation Commission ("Parks and Recreation Commission") pursuant to Ordinance No. 1023; and

WHEREAS, the City wishes to change the name of the "Parks and Recreation Commission" to the "Community Services Commission".

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

SECTION 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2. The City Council finds that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15062(c)(2) and 15060(c)(3).

SECTION 3. Chapters 2.32 and 2.36 of Title 2 and Chapter 12.36 of Title 12 of the Stanton Municipal Code are hereby amended to change the name of and any references to the "Parks and Recreation Commission" to the "Community Services Commission", as provided in Attachment "A", which is incorporated herein by reference.

SECTION 4. This Ordinance shall take effect and be in full force thirty (30) days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

[Signatures on following page]

SIGNATURE PAGE TO ORDINANCE NO. 1067

PASSED, APPROVED, and ADOPTED this 25th day of July, 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. 1067 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 25th day of July, 2017, and was duly adopted at a regular meeting of the City Council held on the 8th day of August, 2017, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

Redline to Chapter 2.32 PARKS AND RECREATION COMMISSION

Chapter 2.32 of Title 2 of the Stanton Municipal Code is hereby amended to read as follows:

2.32.010 Established.

A community services commission in and for the city is hereby established. (Ord. 1023 § 2, 2014)

2.32.020 Membership.

The community services commission shall consist of seven members serving in a non-paid, voluntary and advisory capacity to the city council. Each councilmember shall appoint one community services commission who shall be a qualified elector of the city. In addition, the mayor shall appoint two commissioners. No appointment shall be effective until approved by majority vote of the city council. (Ord. 1023 § 2, 2014)

2.32.030 Term.

The terms of office for each of the seven community services commission shall coincide with the term of office of the councilmember who made the appointment; provided, however, each commissioner shall continue to serve until his or her successor is appointed; and provided further, that any commissioner may be removed at any time by majority vote of the entire council. The terms of seats six and seven shall coincide with the council term of the mayor.

The city council, by majority vote, may remove any commissioner at any time prior to the expiration of the designated term.

Vacancies occurring on the community services commission within the term of any member of the commission shall be filled in the same manner as provided for in the initial appointment. The appointee is to serve only for the unexpired term of office of the retiring member whom he or she replaces. (Ord. 1023 § 2, 2014)

2.32.040 Organization, purpose, powers, and duties.

The community services commission's meeting schedule, purpose, powers, and duties shall be established via city council resolution. (Ord. 1023 § 2, 2014)

Redline to Chapter 2.36 DEPARTMENT OF PARKS AND RECREATION

Chapter 2.36 of Title 2 of the Stanton Municipal Code is hereby amended to read as follows:

2.36.010 Established.

There is created a department of community services for the city. (Ord. 878 § 2, 2003: Ord. 789 § 3, 1997: added during 1980 recodification: prior code § 2.29.010)

2.36.020 Chief official.

The chief official of the department shall be the community services director. The city manager shall appoint the director. Upon appointment of the director, the level of compensation, severance and other miscellaneous benefits shall be established by contract between the director and the city manager. (Ord. 878 § 2, 2003: Ord. 761 § 3, 1994: Ord. 734 § 3, 1992: added during 1980 recodification: prior code § 2.29.020)

2.36.030 Duties of director.

In addition to such other duties as may be required by law or assigned by the city manager, the director of community services shall:

- A. Formulate and recommend to the city manager policies and procedures for the planning, organization, direction and coordination of all recreational facilities owned or operated by the city and administer such policies and procedures when approved by the city manager;
- B. Provide certain technical assistance to other departments as applicable to recreation and leisure services;
- C. Direct and analyze leisure time needs and desires, availability of resources, existing programs and other factors in developing departmental programs;
- D. Coordinate activities of the department with those of school districts, sports associations and other agencies;
- E. Participate in and recommend applicable park designs as necessary or beneficial to the growing needs of the community;
- F. Coordinate with community leaders and groups, the review of policies of the department and promote involvement and assistance in conducting programs beneficial to the community and the department;
- G. Conduct a continuing review of departmental activities and direct the correction of noted deficiencies;
- H. Act as advisor to the community services commission on related matters;

I. Study and periodically report to the city manager all community services problems;

J. Operate and obtain necessary recreation park equipment;

K. Recommend to the city manager and commission a schedule of fees to be charged, where applicable, for services of the department and the city;

L. Direct and be accountable for the efficiency of departmental personnel, quality of services directed and effective administration of the recreation and leisure services program.
(Ord. 878 § 2, 2003; Ord. 789 § 3, 1997; added during 1980 recodification: prior code § 2.29.030)

Redline to Chapter 12.36 UNLAWFUL CAMPING AND ABANDONED PROPERTY

Chapter 12.36 of Title 12 of the Stanton Municipal Code is hereby amended to read as follows:

12.36.010 Purpose.

The public streets, public areas and parks within the city of Stanton should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use the areas for which they were intended. The purpose of this chapter is to maintain public streets and areas within the city of Stanton in a clean and accessible condition. (Ord. 990 § 2, 2011)

12.36.020 Definitions.

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter:

“Camp” means to pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia.

“Camp facilities” include, but are not limited to, tents, huts, or temporary shelters, including recreational vehicles not parked in designated RV campgrounds or mobile home parks.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment. Non-city designated cooking facilities means any cooking implement or cooking equipment that is not owned, controlled or permitted by the city, including, but not limited to, personal barbeques, hot-plates and fire pits.

“Park” means any owned, leased, operated or maintained land before or after the effective date of this chapter by the city of Stanton or Stanton redevelopment agency held as a harbor, beach, park or recreation area.

“Community Services Commission” means the city of Stanton community services commission, pursuant to Chapter 2.32 of the Stanton Municipal Code.

“Community Services Director” means the city of Stanton’s community services director or designee, pursuant to Section 2.36.020 of the Stanton Municipal Code.

“Public area, improved or unimproved” means and includes, but is not limited to, public place, including, but not limited to, public streets and alleyways; public parking lots, whether publicly owned or privately owned; public sidewalks; public parks; public playgrounds; public landscaped areas; and other publicly owned property. “Public area” shall not include any area designated as a public campground pursuant to federal, state or local statute, ordinance or resolution.

"Recreational vehicle" means any travel trailer, boat, camper, motor home, van, travel and utility trailer or converted bus.

"Street" means the same as defined in Section 590 of the California Vehicle Code. (Ord. 990 § 2, 2011)

12.36.030 Unlawful camping.

A. It is unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia in any public area, except as otherwise designated by the community services commission, and as permitted by the community services director.

B. It is unlawful for any person to sleep in the following public areas:

1. In any public park during the period from one-half hour after sunset to five a.m. of the following day;

2. On the grounds of city, redevelopment agency-owned or maintained, or housing authority-owned or maintained buildings, facilities or other improved city property, except as may be designated otherwise by the city council.

C. Nothing in this section shall be construed to affect, supersede or otherwise prevent private causes of action for trespass or other public civil, penal or administrative prosecution for trespass or maintaining a nuisance under state or local statute or ordinance. (Ord. 990 § 2, 2011)

12.36.040 Penalties.

Any violation of or failure to comply with the provisions of this chapter shall be deemed to be a misdemeanor, and punishable pursuant to Chapter 1.10 of the Stanton Municipal Code, notwithstanding the fact that at the discretion of the city attorney, the violation of any section of this chapter may be prosecuted as an infraction. Each day a violation of any provision of this chapter continues shall be a new and separate violation. (Ord. 990 § 2, 2011)

Redline to Chapter 2.32 PARKS AND RECREATION COMMISSION

Chapter 2.32 of Title 2 of the Stanton Municipal Code is hereby amended to read as follows:

2.32.010 Established.

A ~~parks-and-recreation-commission~~ community services commission in and for the city is hereby established. (Ord. 1023 § 2, 2014)

2.32.020 Membership.

The ~~parks-and-recreation-commission~~ community services commission shall consist of seven members serving in a non-paid, voluntary and advisory capacity to the city council. Each councilmember shall appoint one ~~parks-and-recreation-commissioner~~ community services commission who shall be a qualified elector of the city. In addition, the mayor shall appoint two commissioners. No appointment shall be effective until approved by majority vote of the city council. (Ord. 1023 § 2, 2014)

2.32.030 Term.

The terms of office for each of the seven ~~parks-and-recreation-commissioners~~ community services commission shall coincide with the term of office of the councilmember who made the appointment; provided, however, each commissioner shall continue to serve until his or her successor is appointed; and provided further, that any commissioner may be removed at any time by majority vote of the entire council. The terms of seats six and seven shall coincide with the council term of the mayor.

The city council, by majority vote, may remove any commissioner at any time prior to the expiration of the designated term.

Vacancies occurring on the ~~parks-and-recreation-commission~~ community services commission within the term of any member of the commission shall be filled in the same manner as provided for in the initial appointment. The appointee is to serve only for the unexpired term of office of the retiring member whom he or she replaces. (Ord. 1023 § 2, 2014)

2.32.040 Organization, purpose, powers, and duties.

The ~~parks-and-recreation-commission's~~ community services commission's meeting schedule, purpose, powers, and duties shall be established via city council resolution. (Ord. 1023 § 2, 2014)

Redline to Chapter 2.36 DEPARTMENT OF PARKS AND RECREATION

Chapter 2.36 of Title 2 of the Stanton Municipal Code is hereby amended to read as follows:

2.36.010 Established.

There is created a department of ~~parks and recreation~~ community services for the city. (Ord. 878 § 2, 2003: Ord. 789 § 3, 1997: added during 1980 recodification: prior code § 2.29.010)

2.36.020 Chief official.

The chief official of the department shall be the ~~parks and recreation director~~ community services director. The city manager shall appoint the director. Upon appointment of the director, the level of compensation, severance and other miscellaneous benefits shall be established by contract between the director and the city manager. (Ord. 878 § 2, 2003: Ord. 761 § 3, 1994: Ord. 734 § 3, 1992: added during 1980 recodification: prior code § 2.29.020)

2.36.030 Duties of director.

In addition to such other duties as may be required by law or assigned by the city manager, the director of ~~parks and recreation~~ community services shall:

- A. Formulate and recommend to the city manager policies and procedures for the planning, organization, direction and coordination of all recreational facilities owned or operated by the city and administer such policies and procedures when approved by the city manager;
- B. Provide certain technical assistance to other departments as applicable to recreation and leisure services;
- C. Direct and analyze leisure time needs and desires, availability of resources, existing programs and other factors in developing departmental programs;
- D. Coordinate activities of the department with those of school districts, sports associations and other agencies;
- E. Participate in and recommend applicable park designs as necessary or beneficial to the growing needs of the community;
- F. Coordinate with community leaders and groups, the review of policies of the department and promote involvement and assistance in conducting programs beneficial to the community and the department;
- G. Conduct a continuing review of departmental activities and direct the correction of noted deficiencies;

H. Act as advisor to the ~~parks and recreation commission~~ community services commission on related matters;

I. Study and periodically report to the city manager all ~~parks and recreation~~ community services problems;

J. Operate and obtain necessary recreation park equipment;

K. Recommend to the city manager and commission a schedule of fees to be charged, where applicable, for services of the department and the city;

L. Direct and be accountable for the efficiency of departmental personnel, quality of services directed and effective administration of the recreation and leisure services program.
(Ord. 878 § 2, 2003: Ord. 789 § 3, 1997; added during 1980 recodification: prior code § 2.29.030)

Redline to Chapter 12.36 UNLAWFUL CAMPING AND ABANDONED PROPERTY

Chapter 12.36 of Title 12 of the Stanton Municipal Code is hereby amended to read as follows:

12.36.010 Purpose.

The public streets, public areas and parks within the city of Stanton should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use the areas for which they were intended. The purpose of this chapter is to maintain public streets and areas within the city of Stanton in a clean and accessible condition. (Ord. 990 § 2, 2011)

12.36.020 Definitions.

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter:

“Camp” means to pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia.

“Camp facilities” include, but are not limited to, tents, huts, or temporary shelters, including recreational vehicles not parked in designated RV campgrounds or mobile home parks.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment. Non-city designated cooking facilities means any cooking implement or cooking equipment that is not owned, controlled or permitted by the city, including, but not limited to, personal barbeques, hot-plates and fire pits.

“Park” means any owned, leased, operated or maintained land before or after the effective date of this chapter by the city of Stanton or Stanton redevelopment agency held as a harbor, beach, park or recreation area.

~~“Parks and recreation commission~~ Community Services Commission” means the city of Stanton ~~parks and recreation commission~~ community services commission, pursuant to Chapter 2.32 of the Stanton Municipal Code.

~~“Parks and recreation director~~ Community Services Director” means the city of Stanton’s ~~parks and recreation director~~ community services director or designee, pursuant to Section 2.36.020 of the Stanton Municipal Code.

“Public area, improved or unimproved” means and includes, but is not limited to, public place, including, but not limited to, public streets and alleyways; public parking lots, whether publicly owned or privately owned; public sidewalks; public parks; public playgrounds; public landscaped areas; and other publicly owned property. “Public area” shall not include any area

designated as a public campground pursuant to federal, state or local statute, ordinance or resolution.

“Recreational vehicle” means any travel trailer, boat, camper, motor home, van, travel and utility trailer or converted bus.

“Street” means the same as defined in Section 590 of the California Vehicle Code. (Ord. 990 § 2, 2011)

12.36.030 Unlawful camping.

A. It is unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia in any public area, except as otherwise designated by the ~~parks and recreation commission~~ community services commission, and as permitted by the ~~parks and recreation director~~ community services director.

B. It is unlawful for any person to sleep in the following public areas:

1. In any public park during the period from one-half hour after sunset to five a.m. of the following day;

2. On the grounds of city, redevelopment agency-owned or maintained, or housing authority-owned or maintained buildings, facilities or other improved city property, except as may be designated otherwise by the city council.

C. Nothing in this section shall be construed to affect, supersede or otherwise prevent private causes of action for trespass or other public civil, penal or administrative prosecution for trespass or maintaining a nuisance under state or local statute or ordinance. (Ord. 990 § 2, 2011)

12.36.040 Penalties.

Any violation of or failure to comply with the provisions of this chapter shall be deemed to be a misdemeanor, and punishable pursuant to Chapter 1.10 of the Stanton Municipal Code, notwithstanding the fact that at the discretion of the city attorney, the violation of any section of this chapter may be prosecuted as an infraction. Each day a violation of any provision of this chapter continues shall be a new and separate violation. (Ord. 990 § 2, 2011)

RESOLUTION NO 2017-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE STANTON COMMUNITY SERVICES COMMISSION'S MEETING DATES

WHEREAS, the City Council has established commissions to assist the Council in directing the operations of the City; and

WHEREAS, by Ordinance No. 1023, the City Council re-established the Parks and Recreation Commission by adding Chapter 2.32 to the Stanton Municipal Code; ; and

WHEREAS, by Resolution No. 2014-06, the City Council set forth the organization, purpose, powers, and duties of the Parks and Recreation Commission; and

WHEREAS, by Resolution No. 2014-06, the City Council scheduled the Parks and Recreation Commission's meetings for the third Monday of each month at 6:30 p.m. in the City Council Chambers at 7800 Katella Avenue in the City; and

WHEREAS, by Ordinance No. 1067, the City Council changed the name of the Parks and Recreation Commission to the Community Services Commission; and

WHEREAS, the City Council wishes to amend Section 1 (B) of Resolution No. 2014-06, to change the meeting dates of the Community Services Commission.

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

SECTION 1. The City Council finds that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15062(c)(2) and 15060(c)(3).

SECTION 2. The Community Services Commission shall hold six (6) meetings per year on the third Monday of each alternating month at 6:30 p.m. in the City Council Chambers at 7800 Katella Avenue in the City. The updated meeting schedule shall be effective September 7, 2017, with the first meeting occurring on September 18, 2017. Subsequent meeting dates shall be posted on the City's website and published in accordance with the Government Code.

SECTION 3: The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 25th day of July, 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. 2017-16 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 July 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: July 25, 2017

SUBJECT: CONSIDERATION OF OVERHEAD STREET BANNER PROGRAM

REPORT IN BRIEF:

The City Council has asked staff to research the details of installing overhead street banners in the City. This staff report summarizes potential locations and costs for overhead street banners.

RECOMMENDED ACTION:

1. City Council review the staff report and direct staff whether to pursue the installation of street banners at a location(s) in the City; and
2. Determine that In accordance with the requirements of the California Environmental Quality Act, the action would not be deemed to be a project per Section 15378(b)(4): ["Project" does not include] The creation of a government funding mechanism or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

BACKGROUND:

The City does not currently have any overhead street banners. The City Council has directed staff to provide details regarding the cost of and potential locations for overhead street banners in the City. This report provides the information as directed.

ANALYSIS:

A street banner program is a means of creating a community identity within the city limits as well as providing visual scenery or publicizing local events or activities. The City has enjoyed the benefits of a limited banner program on street lights.

Potential Uses/Benefits of Banners

- Promote seasonal activities, holidays, environmental efforts, Public Service Announcements, City events, festivals, and community awareness.

- Draws attention to events and locations of interest within the City and contributes to make the city an attractive and enjoyable place to reside and visit.
- Enhance the City's visual attractiveness, style and sophistication by decorating and enlivening community events.

Many local cities allow banners including Buena Park, Garden Grove, Westminster, Fullerton, and Orange. One of the most difficult questions is "where" to place the banners. In all the cities reviewed dedicated poles were used for the banners, meaning that new poles would need to be installed where the banners are desired. The distance between these poles can be extreme in the event there is not a center median island. Other than Beach Boulevard, the widest street in Stanton as measured from curb to curb is Katella Avenue. At a width of 100 feet it would be possible to place a banner over this and any other street in the City from a functional standpoint.

In regards to where to place banners, one metric would be to impact the most drivers. The six streets with the highest volumes in the City are as follows:

Possible Locations	Traffic Volume (Average Vehicles/Day)	Approx. Span (ft)	Direction
Katella Ave	27,000	100	E/W
Knott Ave	27,000	60	N/S
Magnolia Ave	21,000	85	N/S
Chapman Ave	20,000	80	E/W
Western Ave	18,000	80	N/S
Cerritos Ave	15,000	60	E/W

As Katella seems to be the street with the highest traffic volume near the center of the City, staff has chosen it to be the location for the first banner(s). Eight locations are simulated in the attached Power Point:

- Katella east of Knott
- Katella west of Western
- Katella east of Western
- Katella west of Beach
- Katella east of Beach
- Katella west of Dale
- Katella west of Magnolia
- Cedar at Katella

Some possible pairs of banners might be:

- At both City entrances on Katella – just west of Magnolia and just east of Knott.
- At the first large streets crossing Katella near City Hall – just west of Beach and just east of Western.

If the City Council directs staff to pursue the installation of any banners, a Budget

Adjustment will be brought back to the City Council to allocate funding. Also the final locations will be reviewed with our Traffic Engineer to assure there will be no obstruction of traffic signals.

FISCAL IMPACT:

New poles would need to be installed at each location at an approximate cost of \$20,000 per pole, or \$40,000 per location.

The cost to install and remove a banner by a contractor is typically \$300 and would be passed on as a cost to private parties wishing to have a banner installed.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), the study by SCE would not be deemed to be a project per Section 15378(b)(4): ["Project" does not include] The creation of a government funding mechanism or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

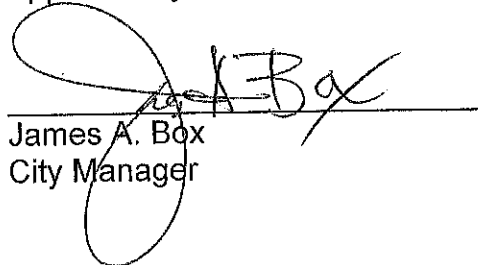
3 - Provide a quality infrastructure.

Prepared by:



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

Approved by:



James A. Box
City Manager

Attachment:

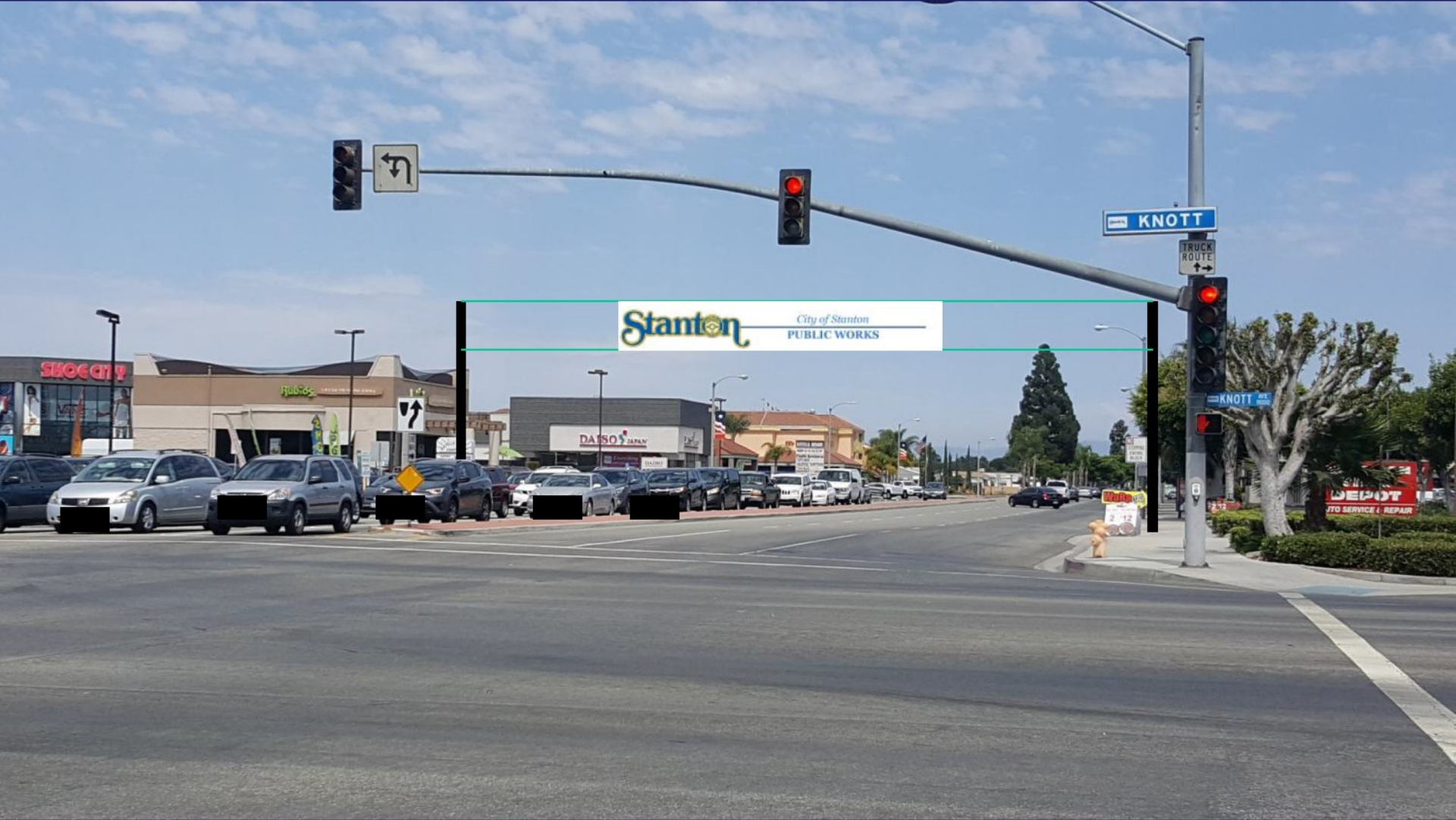
(1) Power Point of Potential Locations

OVERHEAD BANNER PROGRAM

**CITY COUNCIL
JULY 25TH, 2017**

POTENTIAL BANNER LOCATIONS





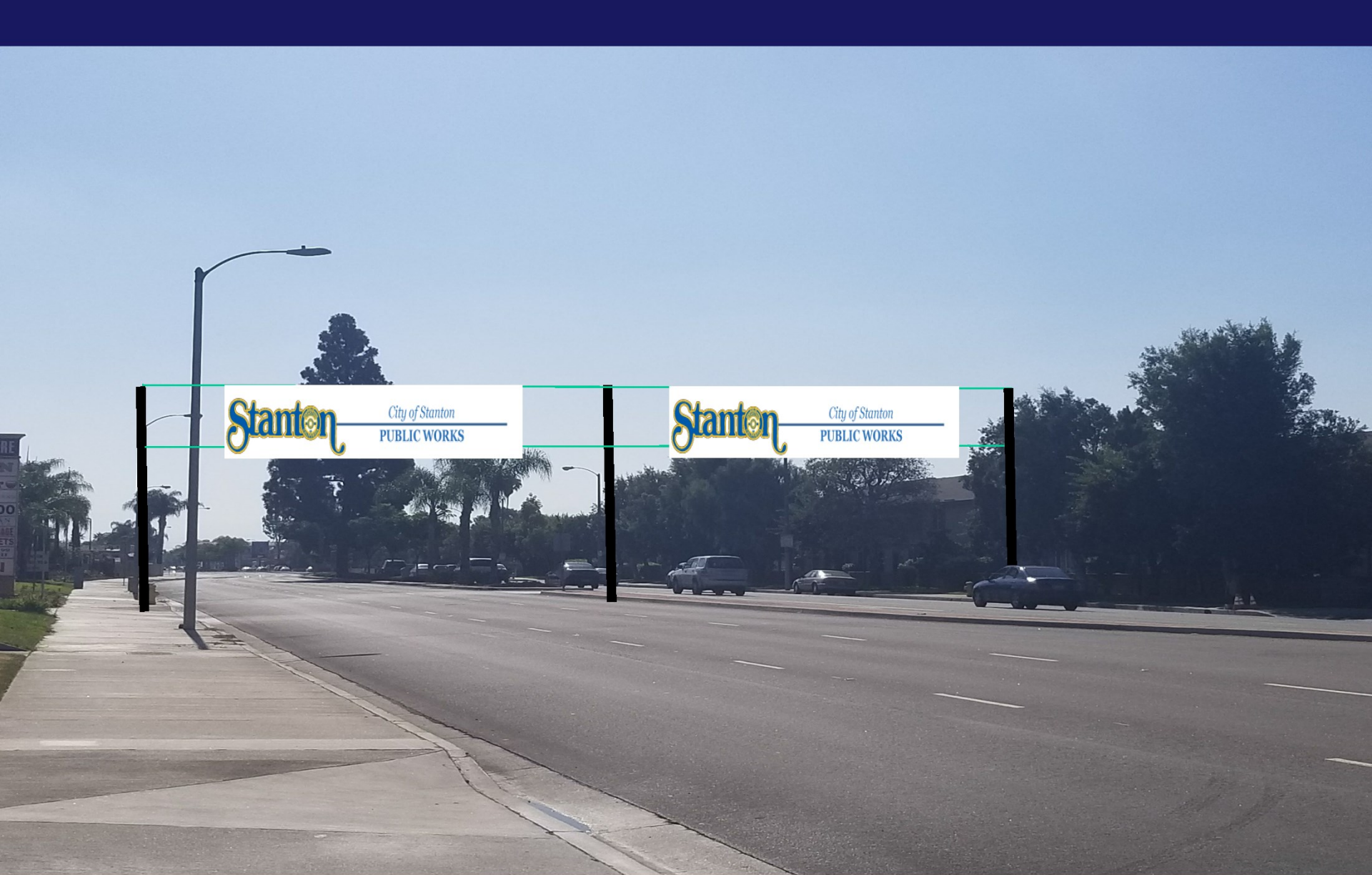
#1 Eastbound Katella e/o Knott



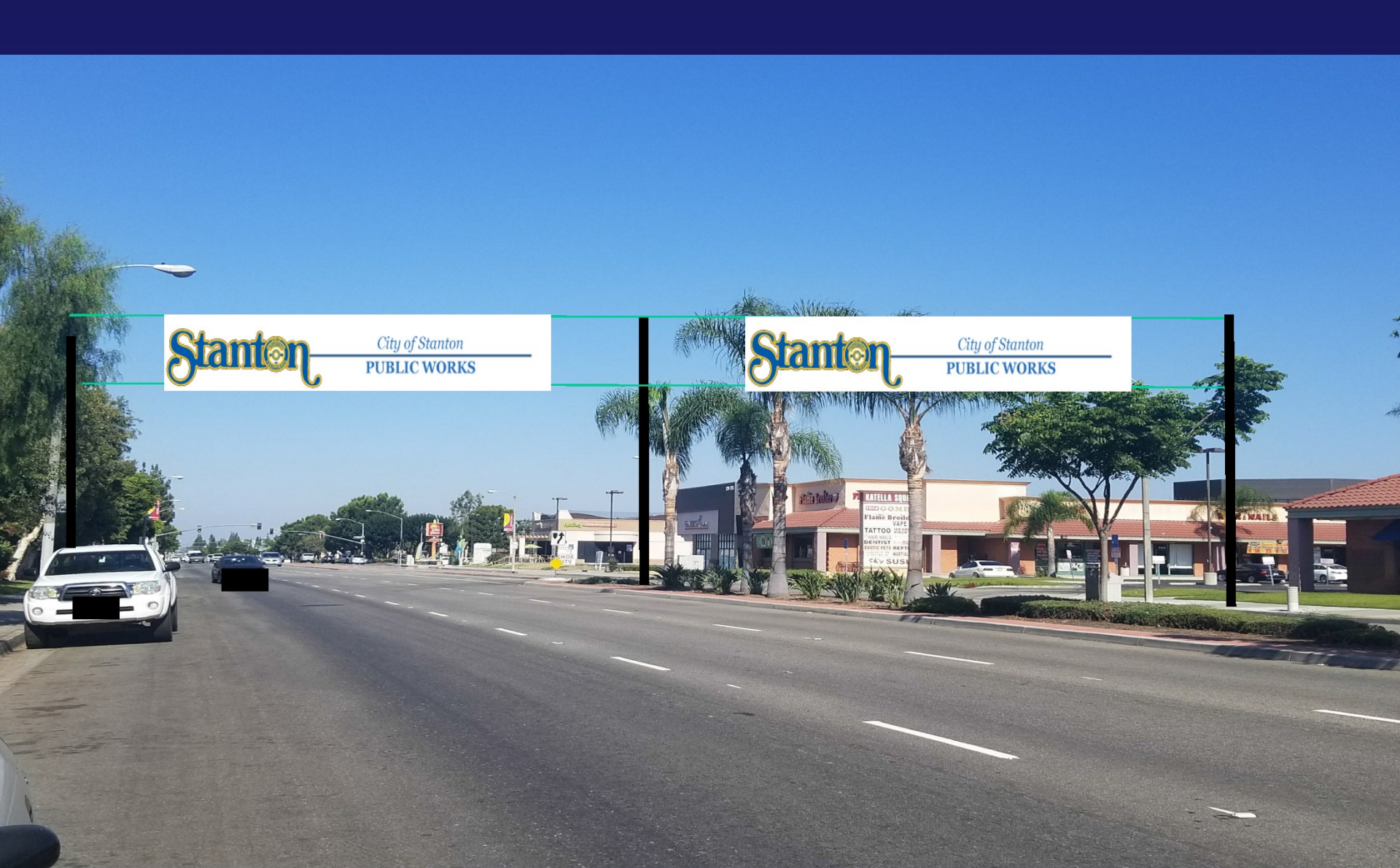
City of Stanton
PUBLIC WORKS



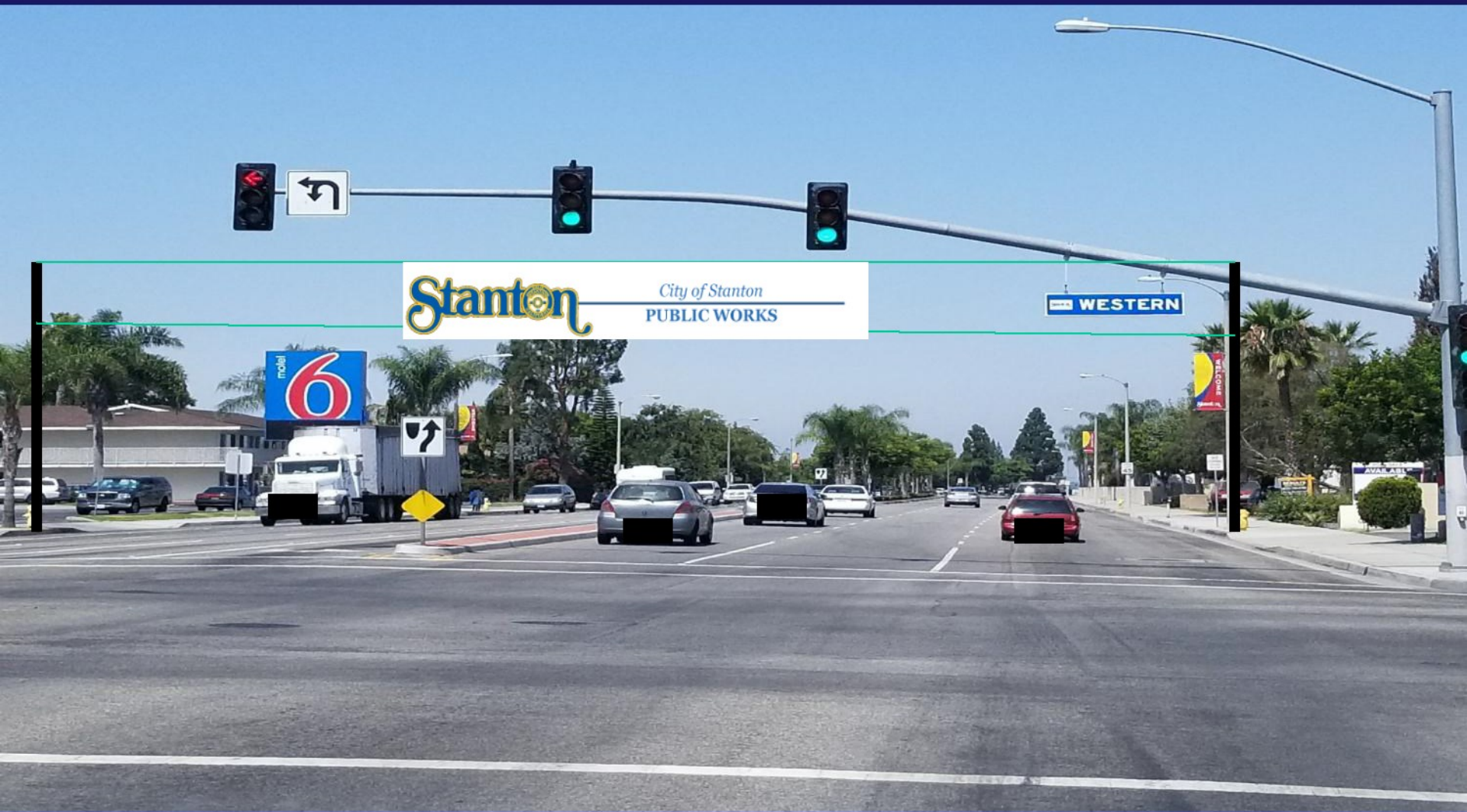
#1 Westbound Katella e/o Knott



#2 Eastbound Katella e/o Knott



#2 Westbound Katella e/o Knott



#3 Westbound Katella w/o Western



Stanton

City of Stanton
PUBLIC WORKS

Super
MARKET

WESTERN

WELCOME
Stanton

Registered
Guest
Only
No
Trespassing
PRIVATE PROPERTY
NO TRESPASSING
CUSTOMER
PARKING ONLY

#3 Eastbound Katella w/o Western



#4 Eastbound Katella e/o Western



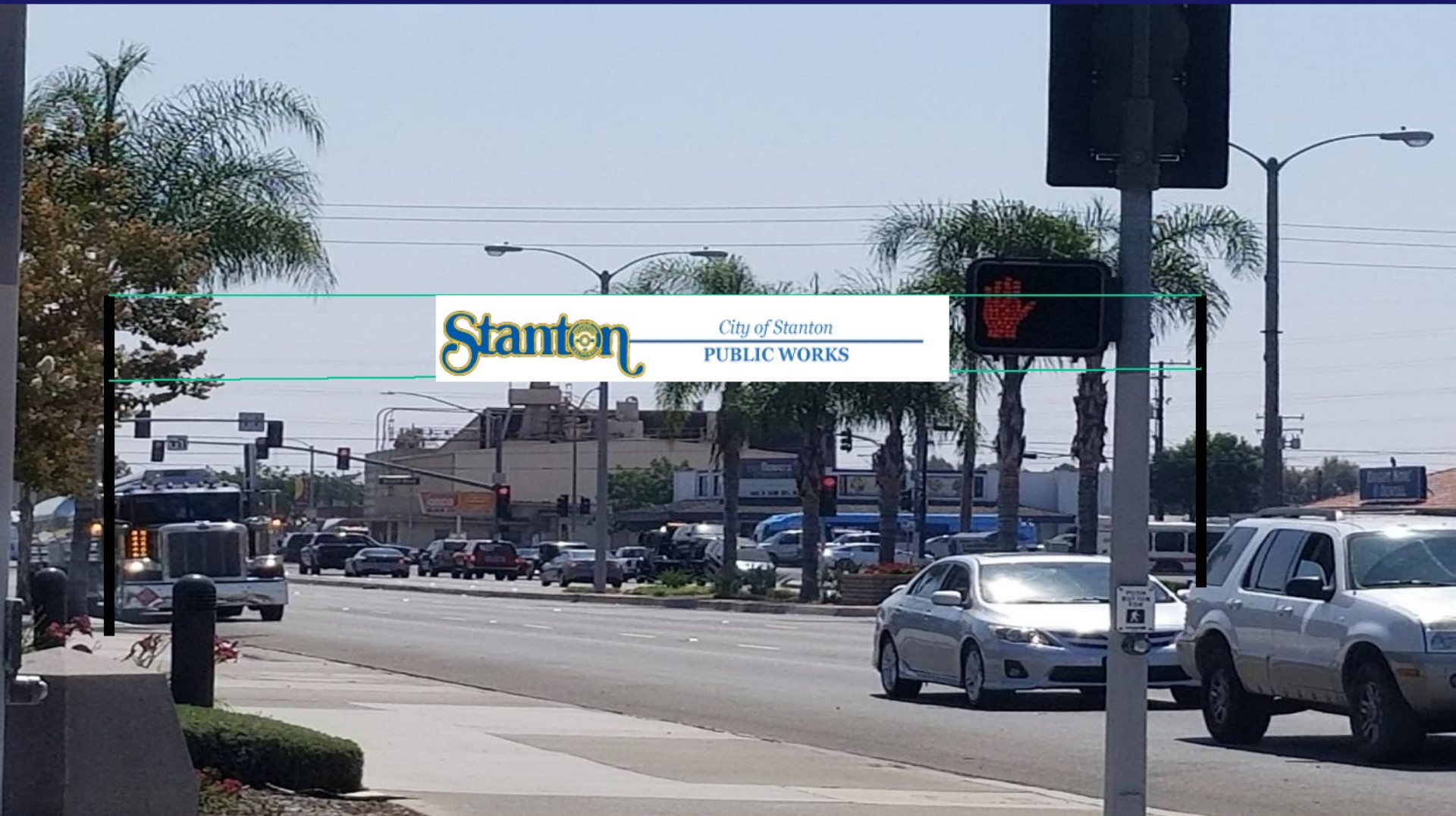
#4 Westbound Katella e/o Western



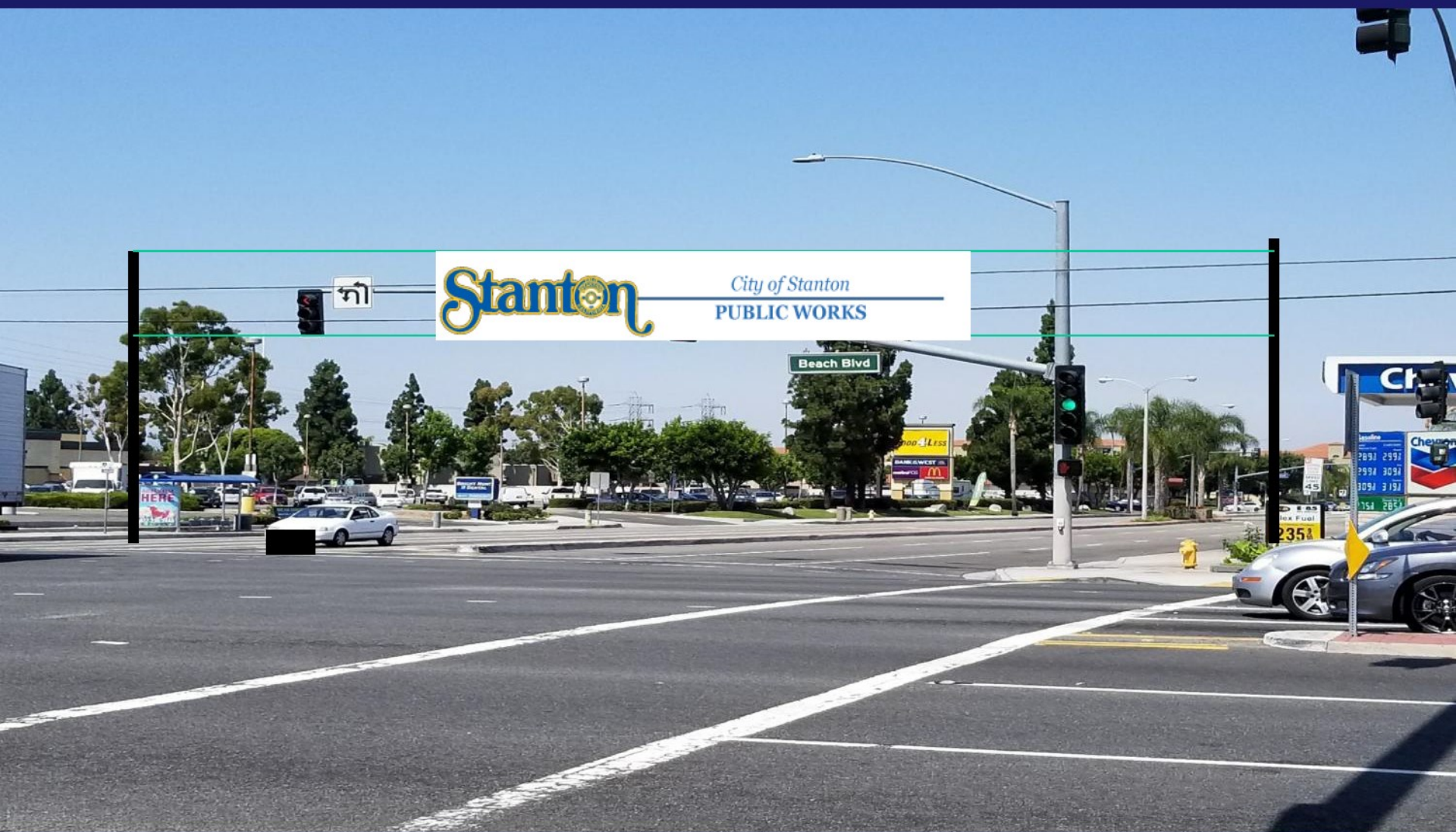
#5 Eastbound Katella w/o Cedar



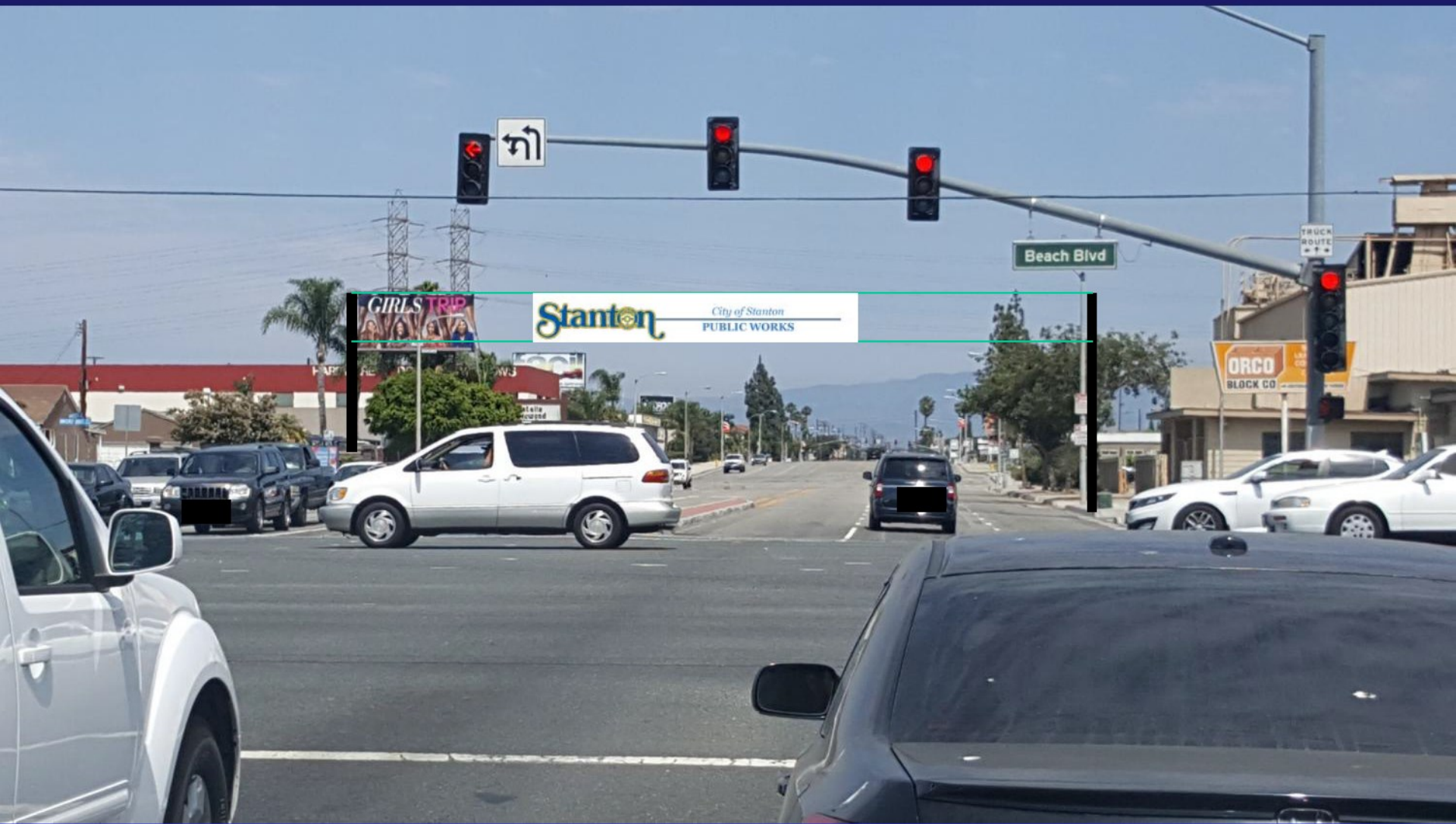
#5 Westbound Katella w/o Cedar



#6 Eastbound Katella w/o Beach



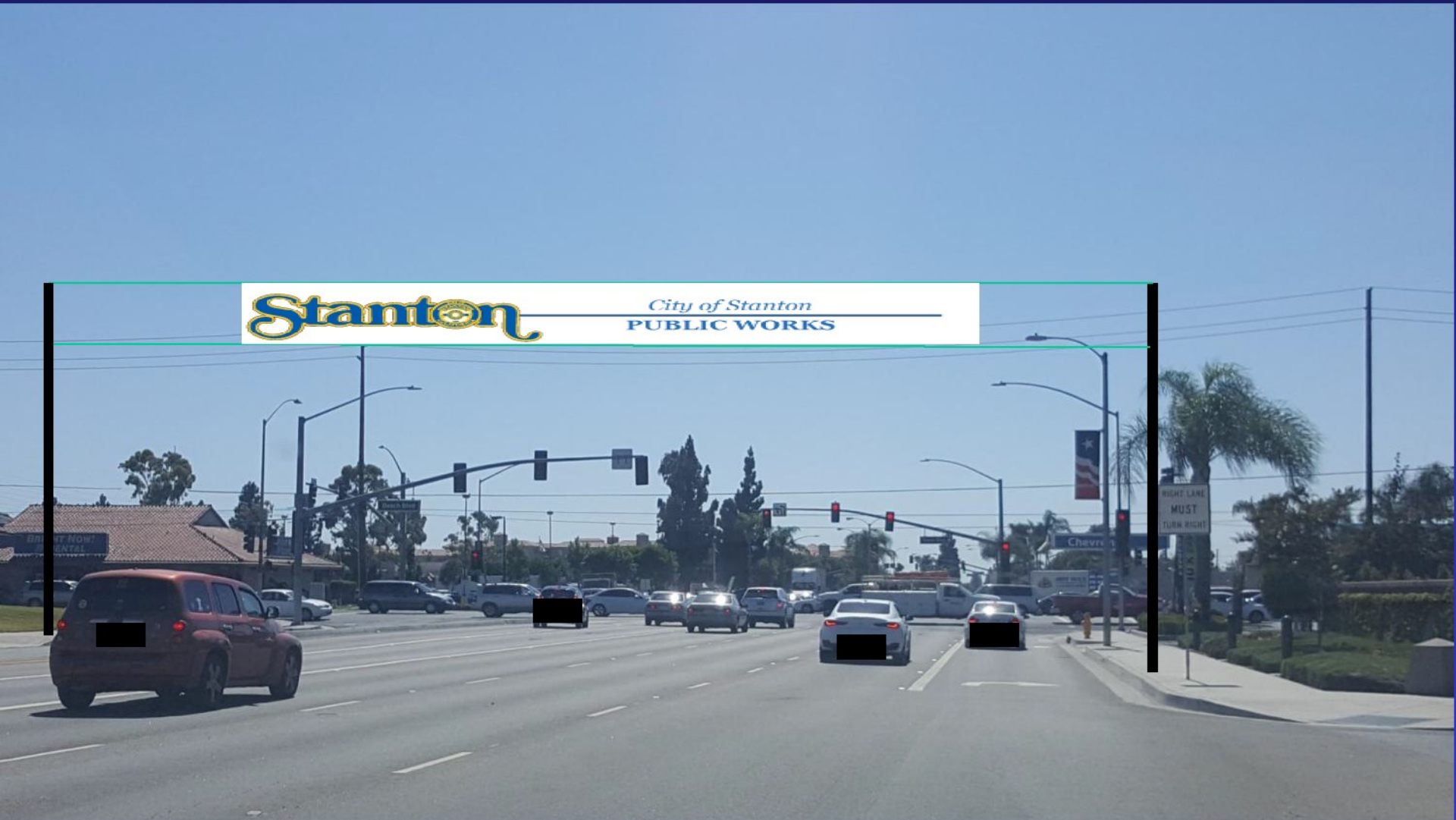
#6 Westbound Katella w/o Beach



#7 Eastbound Katella e/o Beach

Stanton

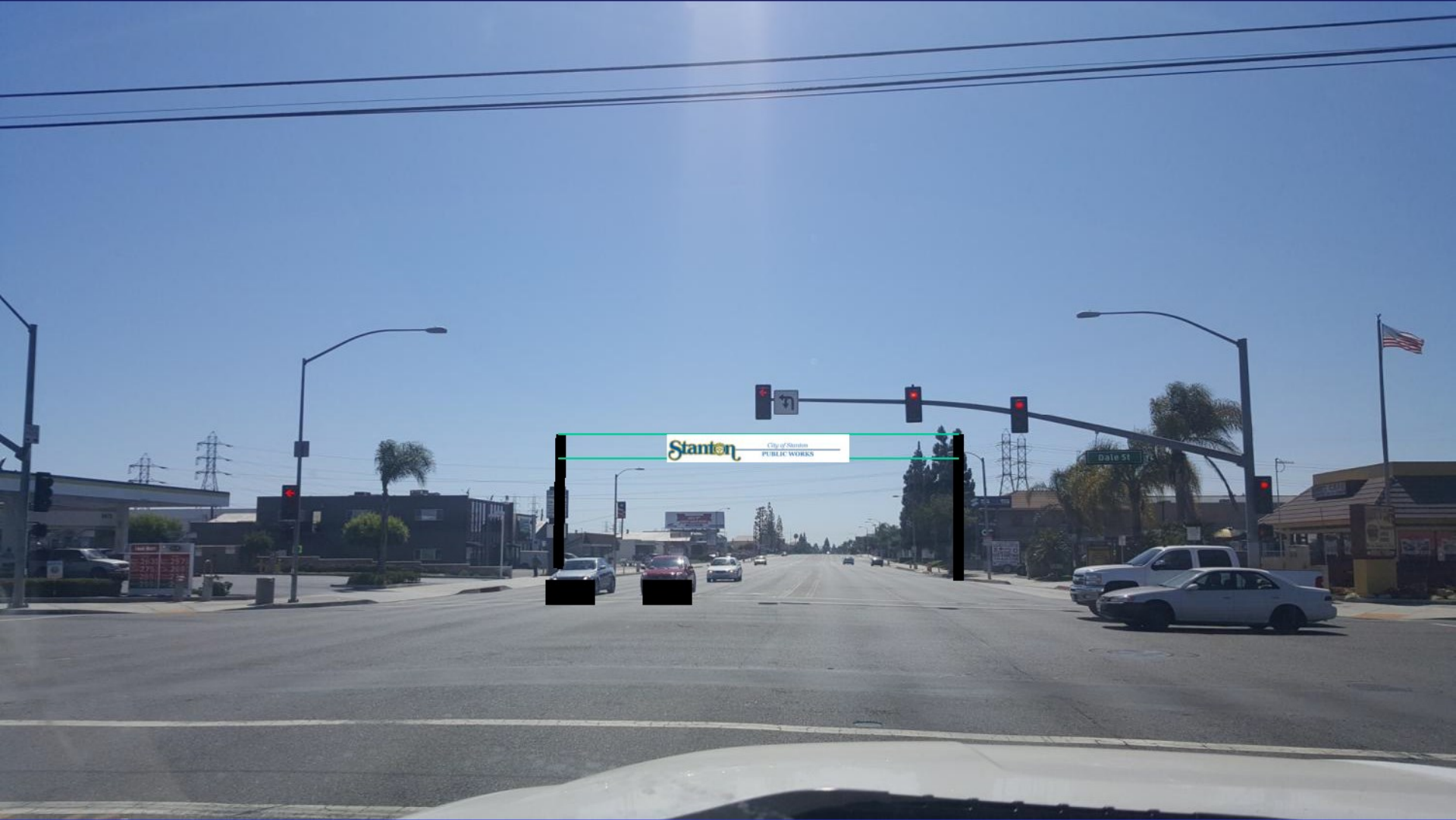
City of Stanton
PUBLIC WORKS



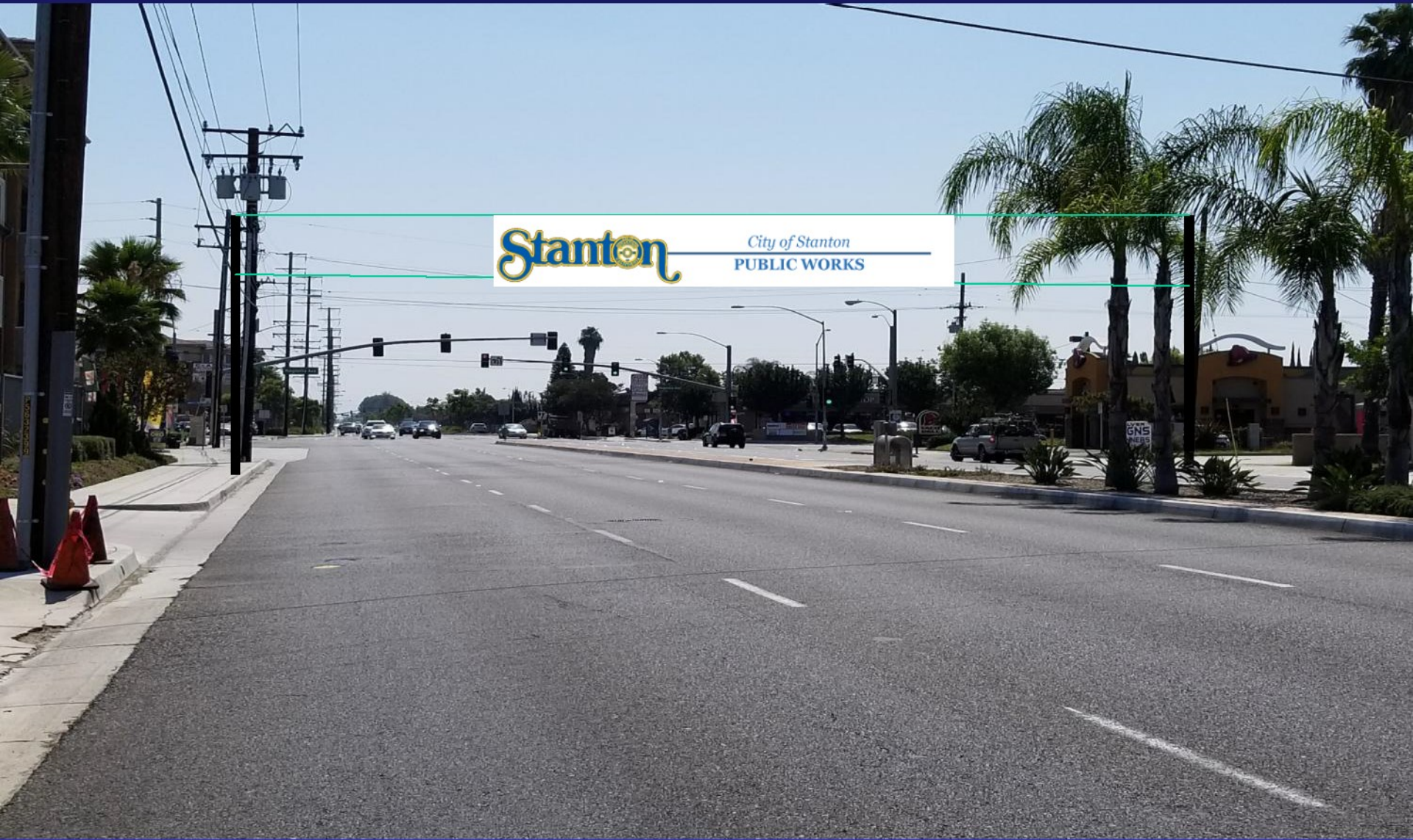
#7 Westbound Katella e/o Beach



#8 Eastbound Katella w/o Dale



#8 Westbound Katella w/o Dale



#9 Eastbound Katella e/o Magnolia



#9 Westbound Katella w/o Magnolia



#10 Southbound Cedar s/o Katella

A street banner program is a means of creating a community identity within the city limits as well as providing visual scenery or publicizing local events or activities. The City has enjoyed the benefits of a limited banner program on street lights.

Benefits of this program include:

- Promoting seasonal activities, holidays, environmental efforts, Public Service Announcements, City Events, festivals, and community awareness.
- Draws attention to events and locations of interest within the City and contributes to make the city an attractive and enjoyable place to reside and visit.
- Enhance the City's visual attractiveness, style and sophistication by decoration and enlivening community events.