



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, JUNE 12, 2018 - 6:30 P.M.**

*In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.*

*The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us), at the public counter at City Hall in the public access binder, and at the Stanton Library (information desk) 7850 Katella Avenue, Stanton, California 90680.*

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

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

**4. CLOSED SESSION**

**4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

**Existing litigation pursuant to Government Code section 54956.9(d)(1)**

**Number of cases: 1**

Orange County Catholic Worker et al v. Orange County et al, United States District Court, Central District of California Case Number: 8:18-cv-00155-DOC-JDE

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

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

**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.*

**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 May 17, 2018, May 24, 2018 and May 31, 2018, in the amount of \$1,561,709.83.

**9C. APPROVAL OF MINUTES**

1. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – March 27, 2018; and
2. City Council/Agency/Authority Board approve Minutes of Joint Regular Meeting – April 10, 2018; and
3. City Council/Agency/Authority Board approve Minutes of Joint Regular Meeting – April 24, 2018; and
4. City Council approve Minutes of Regular Meeting – May 8, 2018.

**9D. RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF STANTON, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION, REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS**

The General Election, including Stanton's Municipal Election, will be held on Tuesday, November 6, 2018. It is City policy to consolidate the local election with that of the County of Orange. In order to enable such consolidation, it is necessary to adopt Resolutions calling for the holding of a general municipal election and requesting consolidation. Additionally, it is necessary to adopt a Resolution pertaining to materials prepared by any candidate for a municipal election, including costs of candidate statements.

**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. City Council adopt Resolution No. 2018-28, Calling for the Holding of a General Municipal Election to be held on November 6, 2018; and
3. City Council adopt Resolution No. 2018-29, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be held on November 6, 2018; and
4. City Council adopt Resolution No. 2018-30, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters.



**9E. APPROVAL OF CONTRACT AMENDMENT NO. 6 OF AGREEMENT WITH THE GARDEN GROVE UNIFIED SCHOOL DISTRICT FOR JOINT USE OF SPORTS FIELD AND TRIANGULAR PARCEL OF LAND AT CARVER ELEMENTARY SCHOOL FOR A FIVE (5) YEAR PERIOD**

In order to continue use of the Norm Ross Sports Field at the Carver Elementary School site it is necessary to approve Contract Amendment No. 6 of the agreement between the City of Stanton and the Garden Grove Unified School District, which will provide joint use of the Norm Ross Sports Field. Agreement will also include usage of a triangular parcel of land for a community garden. The agreement shall be and has been in effect from July 12, 1993 through June 30, 2023.

**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 Contract Amendment No. 6 of the agreement between the Garden Grove Unified School District and the City of Stanton, for joint use of the Norm Ross Sports Field and community garden site at Carver Elementary School; and
3. Authorize the Mayor to execute the Agreement on the City's behalf.

**9F. SELECTION OF FIREWORKS LICENSEES FOR 2018**

Staff is requesting that the City Council select the licensees for 2018 fireworks sales.

**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 fireworks licenses for the following groups: Knights of Columbus #6095, Stanton Lighthouse Church, Boys & Girls Club of Stanton, Youth Assistance Foundation of Stanton, XClaimed Ministries and Iglesia De Cristo Ministerios Manantial De Vida.

**9G. AWARD OF A MAINTENANCE CONTRACT FOR TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE SERVICES BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The existing traffic signal maintenance contract will expire June 30, 2018. Staff solicited proposals to provide both routine and extraordinary maintenance for the City's Traffic Signal System. Due to the fact that the City of Stanton soon will own a great portion of the street lights, maintenance services for street lights are included as part of the services.

**RECOMMENDED ACTION:**

1. City Council award a maintenance contract with Bear Electrical Solutions to provide traffic signal & street light maintenance services for a three (3) year period for a maximum contract amount of \$80,000 each year; and
2. Authorize the City Manager to bind the City of Stanton and Bear Electrical Solutions in a contract to provide traffic signal & street light maintenance services.

**9H. AWARD OF CONTRACT FOR SUPPLY AND INSTALLATION OF HARDWARE AND SOFTWARE TO CONTROL THE HVAC SYSTEM AT CITY HALL**

The control software and hardware for the City's heating, ventilation, and air conditioning system (HVAC) is antiquated and has been experiencing severe performance issues. Staff asked for a proposal to upgrade the system from the current vendor Siemens and from three other vendors for a similar system. After review by several staff members, the system from Climatec, LLC (Climatec) was found to be the best system.

A budget adjustment is needed to allocate funds for the upgrades. This project will provide more comfortable temperatures for the staff and guests of the Civic Center, and will reduce electricity costs with better scheduling.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Award a contract to Climatec, LLC for the supply and installation of hardware and software for the control of the City's HVAC system; and
3. Authorize the City Manager to bind the City of Stanton and Climatec, LLC in a contract for the project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and

5. Approve Budget Adjustment No. 2018-28 to appropriate \$23,450 to the City Hall account of the Capital Projects Fund for this project.

**9I. AWARD OF CONTRACT FOR THE CIVIC CENTER AND LIBRARY PAINTING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The Civic Center and Library buildings need a repaint due to their aged appearances. This is recommended to be done following the Community Center and Civic Center Accessibility Improvement Project in order to assure the paint colors match the new work. Staff recommends the City Council award the contract for the proposed services to Dulux Painting Inc.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Award a contract for the Civic Center and Library Painting Project to Dulux Painting Inc. for the amount of \$38,000.00; and
3. Authorize the City Manager to bind the City of Stanton and Dulux Painting Inc. in a contract for the Civic Center and Library Painting Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and
5. Appropriate \$41,800.00 for the Civic Center and Library Painting Project by transferring budgeted funds from the Capital Project Fund; and
6. Authorize Budget Adjustment No. 2018-27 to appropriate \$41,800.00 to account 305-1600-710145, the City Hall Plaza Improvement account in the Capital Project Fund for this project.

**9J. APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fair share and competitive grant funds. The Public Works Department has prepared all the requested documents and is prepared to submit them to OCTA upon approval by the City Council.

**RECOMMENDED ACTION:**

1. City Council find the submittal, adoption, and resolution exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Adopt the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2018-19 through 2024-25; and
3. Submit the Maintenance of Effort Reporting Form and supporting documentation for the City of Stanton to OCTA, and direct the Director of Administrative Services to certify this form; and
4. Direct the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3. The eligibility submittal consists of:
  - a. Measure M Seven-Year Capital Improvement Program.
  - b. The Maintenance of Effort Reporting Form.
  - c. The Land Use Element of the City's General Plan.
  - d. Measure M Eligibility Checklist.

**9K. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 12775-12975 BEACH BOULEVARD**

The development of the Village Center Drive commercial area will include landscaping along Beach Boulevard. The California Department of Transportation owns the right of way where the landscaping will be placed. They are requiring that the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner.

**RECOMMENDED ACTION:**

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve an agreement with the California Department of Transportation to maintain the landscape improvements in the public right of way on Beach Boulevard; and
3. Authorize the Mayor and City Manager to bind the City of Stanton and the California Department of Transportation in said agreement.

**9L. AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR CODE ENFORCEMENT SOFTWARE**

The implementation of a Code Enforcement software program will allow the City to collect, store and report all code enforcement activity in the City, 24-hours per day and 7-days per week. This valuable tool will assist Code Enforcement Officers by providing case history at specific addresses throughout the city and will facilitate expedited case resolution, communication with other City departments, eliminate duplicative efforts and improve data collection and retention.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms 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; and
2. Authorize the City Manager to bind the City of Stanton and Charles Abbott Associates, Inc. in a three-year contract with a two-year renewal option, not to exceed \$36,050 for code enforcement software and related services.

**9M. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING CITY STAFF TO PARTICIPATE IN THE PLANNING EFFORTS TO ADDRESS COUNTY-WIDE PERMANENT SUPPORTIVE HOUSING**

This resolution would authorize City Staff to participate in the planning efforts to address County-Wide Permanent Supportive Housing.

**RECOMMENDED ACTION:**

1. City Council finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(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. Approve Resolution No. 2018-18, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING CITY STAFF TO PARTICIPATE IN THE PLANNING EFFORTS TO ADDRESS COUNTY-WIDE PERMANENT SUPPORTIVE HOUSING".**

**9N. APPROVAL OF AGREEMENT BETWEEN THE CITY OF STANTON AND TRAUMA INTERVENTION PROGRAMS, INC. (TIP)**

The group Trauma Intervention Programs, Inc. (TIP) provides counseling and support services to victims of traumatic incidents, such as a death in the family, witnessed violence or catastrophe, and family violence. TIP has a guaranteed 20-minute response time, 24 hours a day, every day of the year. Due to the varying types of situations in which their services are needed, they maintain a staff of volunteer counselors of all ages from teens to seniors, as well as bilingual personnel.

**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 the one year agreement with Trauma Intervention Programs, Inc.; and
3. Authorize the Mayor to execute the Agreement on the City's behalf.

**90. BIENNIAL REVIEW THE CITY'S CONFLICT OF INTEREST CODE**

The proposed action is pursuant to the requirements set forth in section 87306.5 of the Political Reform Act and placed upon the City Council as the City's code-reviewing body.

**RECOMMENDED ACTION:**

It is recommended that the City Council direct the review of the City's Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act.

**9P. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019**

On May 8, 2018, the City Council adopted Resolution No. 2018-15, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would preliminarily approve the report.

**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(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. Adopt Resolution No. 2018-16, preliminarily approving the Engineer's Report for the annual levy of assessments for Stanton Lighting and Landscaping District No. 1 for fiscal year 2018-2019, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019".**

**9Q. RESOLUTION OF THE CITY COUNCIL DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR IMPROVEMENT, 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 2018-2019 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

On May 8, 2018, the City Council adopted Resolution No. 2018-15, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would declare the Council's intention to levy and collect the assessments and set the required public hearing for Tuesday, June 26, 2018.

**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(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. Adopt Resolution No. 2018-17, declaring its intention to levy and collect the annual assessments pursuant to the Landscaping and Lighting Act of 1972; entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, 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 2018-2019 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO"; and**

3. Schedule the public hearing for June 26, 2018, to consider the annual assessments.

**END OF CONSENT CALENDAR**



## 10. PUBLIC HEARINGS

### 10A. PUBLIC HEARING TO CONSIDER A DEVELOPMENT PROPOSAL FOR THE RESIDENTIAL COMPONENT OF A MIXED-USE REDEVELOPMENT PROJECT FOR THE VILLAGE CENTER LOCATED ON THE WEST SIDE OF THE INTERSECTION OF BEACH BOULEVARD AND VILLAGE CENTER DRIVE (12631 – 12811 BEACH BLVD.) IN THE CG (COMMERCIAL GENERAL) ZONE WITH A SOUTH GATEWAY MIXED USE (SGMX) OVERLAY

Consideration of a development proposal for the residential phase of the Village Center mixed-use project.

#### **RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare the project is consistent with the adopted Mitigated Negative Declaration (SCH#2017101007) and a Mitigation Monitoring and Reporting Program for the entire Village Center development; and
3. Adopt Resolution No. 2018-26 approving Planned Development Permit PDP18-01, entitled:

**"A RESOLUTION OF THE city council of CITY OF STANTON, CALIFORNIA APPROVING PLANNED DEVELOPMENT PERMIT PDP18-01 TO ALLOW CUSTOMIZED DEVELOPMENT STANDARDS FOR THE DEVELOPMENT OF THE 11.64 ACRE RESIDENTIAL COMPONENT OF THE VILLAGE CENTER MIXED USE PROJECT FOR THE PROPERTIES LOCATED AT 12631-12811 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH A SOUTH GATEWAY MIXED USE (SGMX) OVERLAY AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH"; and**

4. Adopt Resolution No. 2018-25 approving Precise Plan of Development PPD-790, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, APPROVING PRECISE PLAN OF DEVELOPMENT PPD-790 FOR THE DEVELOPMENT OF THE 11.64 ACRE RESIDENTIAL PHASE OF THE VILLAGE CENTER MIXED USE PROJECT, WHICH CONSISTS OF THE DEMOLITION OF ALL COMMERCIAL BUILDINGS WITHIN THE RESIDENTIAL PHASE, AND CONSTRUCTION OF 208 CONDOMINIUM UNITS, COMMON OPEN SPACE AREAS WITH PERMANENT IMPROVEMENTS INCLUDING A SWIMMING POOL, TOT LOT, AND LOUNGE AREAS, WITH PRIVATE STREETS FOR THE PROPERTIES LOCATED AT 12631-12811 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH A SOUTH GATEWAY MIXED USE (SGMX) OVERLAY"; and**

5. Adopt Resolution No. 2018-27 approving Tentative Parcel Map TM18-01, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING TENTATIVE PARCEL MAP TM18-01 TO ALLOW FOR THE SUBDIVISION OF TWO PARCELS FOR CONDOMINIUM PURPOSES TO ALLOW FOR THE DEVELOPMENT OF 208 CONDOMINIUM UNITS, WITH COMMON OPEN SPACE AND PRIVATE STREETS FOR THE PROPERTIES LOCATED AT 12631-12811 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH A SOUTH GATEWAY MIXED USE (SGMX) OVERLAY AND MAKING CEQA FINDING IN CONNECTION THEREWITH"; and**

6. Introduce Ordinance No. 1078 entitled:

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BROOKFIELD HOMES SOUTHERN CALIFORNIA, LLC FOR CERTAIN REAL PROPERTY LOCATED AT 12631-12811 BEACH BLVD. FOR THE RESIDENTIAL COMPONENT OF THE VILLAGE CENTER PROJECT, WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH."; and**

7. Set Ordinance for adoption at the June 26, 2018 City Council meeting.

## **10B. CITYWIDE USER FEES AND CHARGES STUDY**

The Administrative Services Department has prepared a citywide user fee study to update all city fees to provide cost recovery.

### **RECOMMENDED ACTION:**

1. City Council find 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. Hold a public hearing for comment and discussion regarding the adoption of the revision to the fees and charges for City services; and
3. Adopt Resolution No. 2018-19 approving the Revision to the Fees and Charges for City Services, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REVISING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES".**

## **11. UNFINISHED BUSINESS          None.**

## **12. NEW BUSINESS**

### **12A. APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF STANTON AND THE COUNTY OF ORANGE FOR LAW ENFORCEMENT SERVICES**

This item is for approval of a new Five Year Agreement with the County of Orange for law enforcement services for the period from July 1, 2018 to June 30, 2023. This agreement proposes the cost for services for FY 2018-2019 at \$10,955,068.

#### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms 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; and
2. Approve the Five-Year Agreement for Law Enforcement Services between the City of Stanton and the County of Orange; and
3. Authorize the City Manager to execute the Operations Agreement.

### **12B. APPROVAL OF THE REVISED STANTON RESERVE POLICY**

The General Fund Reserve Policy calls for City Council to review and approve the policy and reserve levels during the budget process. In conjunction with the submission of the FY 2018-19 Annual Budget, staff is presenting a revised General Fund Reserve Policy as an exhibit to Resolution No. 2018-20 and a revision to Administrative Policy IV-4-9 for City Council's review and approval.

#### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and
2. Approve Administrative Policy IV-4-9 "Fund Balance Policy and Classification of Fund Balance" as presented; and
3. Adopt Resolution 2018-20, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CITY OF STANTON GENERAL FUND RESERVE POLICY ESTABLISHING COMMITMENTS OF FUND BALANCE".**

**12C. FY 2018-2019 BUDGET ADOPTION FOR THE CITY OF STANTON AND STANTON HOUSING AUTHORITY**

On June 5, 2018 City Council was presented the City Manager's Proposed Fiscal Year 2018-2019 Budget. For all funds, the budget includes \$30.9 million in revenues, \$27.1 million in appropriations, and a capital budget of \$8.7 million for FY 2018-19, with a balanced budget of \$21.6 million in revenues, \$22.2 million in appropriations and \$615,000 in net transfers in for the General Fund in FY 2018-19.

**RECOMMENDED ACTION:**

1. City Council/Housing Authority Board find 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. City Council adopt Resolution No. 2018-21 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. City Council adopt Resolution No. 2018-22 establishing the Appropriations Limit for Fiscal Year 2018-19, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2018-19"; and**

4. Housing Authority Board adopt Resolution No. SHA 2018-02 adopting the Fiscal Year 2018-2019 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 2018-2019"; and**

5. City Council adopt Resolution No. 2018-23 adopting the Fiscal Year 2018-2019 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 2018-19"; and**

6. City Council adopt Resolution No. 2018-24 amending the Position Classification Manual, entitled:

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

**13. ORAL COMMUNICATIONS - PUBLIC**

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

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

**14. WRITTEN COMMUNICATIONS                      None.**

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

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

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

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

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

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

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

Currently Scheduled:

- None

**15D. WOMEN OF DISTINCTION AWARDS PROGRAM**

At the request of Council Member Warren, staff researched the possibility of implementing a Women of Distinction Awards program.

**RECOMMENDED ACTION:**

1. City Council declare that this 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.
2. City Council receive the staff report and provide additional direction to staff.

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

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

**17A. ORANGE COUNTY FIRE AUTHORITY**

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

**18. ADJOURNMENT**

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 7<sup>th</sup> day of June, 2018.

s/ Patricia A. Vazquez, City Clerk/Secretary

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**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**

May 17, 2018	\$1,213,292.63
May 24, 2018	\$165,484.86
May 31, 2018	\$182,932.34

\$1,561,709.83
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Council  
Agenda Item #

9B

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.

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

# Accounts Payable

## Checks for Approval

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Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	05/17/2018	General Fund	Pers-City Share	CA St Pers 103		8,469.74
0	05/17/2018	General Fund	Pers-Surv Benefit Payable	CA St Pers 103		32.55
0	05/17/2018	General Fund	Pers-Employee Share	CA St Pers 103		2,467.45
0	05/17/2018	General Fund	Pers-Buy Back	CA St Pers 103		168.14
0	05/17/2018	General Fund	Pers-Employee Share	CA St Pers 103		1,223.23
0	05/17/2018	General Fund	Pers-Employee Share	CA St Pers 103		3,634.91
0	05/17/2018	General Fund	Health Ins-City Share	CA St Pers 103		29,303.57
0	05/17/2018	General Fund	Health/Life Insurance	CA St Pers-Health Benefit		146.63
0	05/17/2018	Employee Benefits	Health/Life Insurance	CA St Pers-Health Benefit		4,957.04
0	05/17/2018	General Fund	Health Ins-Employee Share	CA St Pers-Health Benefit		4,085.00
0	05/17/2018	Employee Benefits	Health/Life Insurance	CA St Pers-Health Benefit		7.82
127588	05/17/2018	City Trust Fund	Const/Demo/Recycling Deposit	Ace Roofing System Co		256.06
127589	05/17/2018	General Fund	Health Ins-Employee Share	Aflac-Flex One		19.00
127589	05/17/2018	General Fund	Health Ins-Employee Share	Aflac-Flex One		80.92
127589	05/17/2018	General Fund	Health Ins-Employee Share	Aflac-Flex One		80.92
127589	05/17/2018	General Fund	Health Ins-Employee Share	Aflac-Flex One		19.00
127589	05/17/2018	General Fund	Health Ins-Employee Share	Aflac-Flex One		256.06
127589	05/17/2018	General Fund	Health Ins-Employee Share	Aflac-Flex One		48.22
127590	05/17/2018	General Fund	Office Expense	Alpro-Graphics & Printing		52.53
127590	05/17/2018	General Fund	Office Expense	Alpro-Graphics & Printing		20.30
127591	05/17/2018	Light/Median Maint (1972 Act)	Utilities	AT&T		20.22
127591	05/17/2018	Light/Median Maint (1972 Act)	Utilities	AT&T		20.22
127591	05/17/2018	Light/Median Maint (1972 Act)	Utilities	AT&T		20.22
127592	05/17/2018	NOCPSTF	Contractual Services	Boys & Girls Club of Cypress		2,821.00
127592	05/17/2018	NOCPSTF	Contractual Services	Boys & Girls Club of Cypress		3,713.00
127592	05/17/2018	NOCPSTF	Contractual Services	Boys & Girls Club of Cypress		3,095.00
127592	05/17/2018	NOCPSTF	Contractual Services	Boys & Girls Club of Cypress		6,656.00
127592	05/17/2018	NOCPSTF	Contractual Services	Boys & Girls Club of Cypress		6,898.00
127592	05/17/2018	NOCPSTF	Contractual Services	Boys & Girls Club of Cypress		8,509.00
127593	05/17/2018	NOCPSTF	Contractual Services	Boys & Girls Clubs of La Habra		6,032.67
127593	05/17/2018	NOCPSTF	Contractual Services	Boys & Girls Clubs of La Habra		2,116.25
127594	05/17/2018	General Fund	Equipment Maintenance	Brea Education Foundation		117,142.00
127595	05/17/2018	PSIF	Contact Services	C3 Technology Services		122.12
127596	05/17/2018	Fact Parks & Recreation Grant	Contractual Services	Camp Fire Inland Southern California		2,712.00
127596	05/17/2018	Fact Parks & Recreation Grant	Contractual Services	Camp Fire Inland Southern California		1,261.30

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
127597	05/17/2018	City Trust Fund	Const/Demo/Recycling Deposit	Consumer Services Roofing		235.20
127598	05/17/2018	General Fund	Professional Services	CoreLogic Solutions, LLC		315.00
127599	05/17/2018	City Trust Fund	Deposits	Trent Dennis		100.00
127600	05/17/2018	General Fund	Engineering Services	EcoNomics, Inc.		1,082.08
127601	05/17/2018	City Trust Fund	Const/Demo/Recycling Deposit	EDD		171.58
127602	05/17/2018	General Fund	Sir W/H Payable	EDD		4,682.75
127602	05/17/2018	General Fund	Unemployment Ins Payable	EDD		727.91
127603	05/17/2018	General Fund	Contractual Services	Fernwood Mobile Home Park		2,500.00
127604	05/17/2018	General Fund	Professional Services	First Care Indu Medicine Cent		80.00
127604	05/17/2018	General Fund	Professional Services	First Care Indu Medicine Cent		8.00
127605	05/17/2018	General Fund	Contractual Services	Friendly Center, Inc		6,274.42
127606	05/17/2018	General Fund	Communications	Frontier		70.29
127607	05/17/2018	PSTF	Special Dept Expense	Galls LLC		86.18
127608	05/17/2018	Light/Median Maint (1972 Act)	Street Trees	Great Scott Tree Service, Inc		885.00
127608	05/17/2018	Light/Median Maint (1972 Act)	Contractual Services	Great Scott Tree Service, Inc		6,786.00
127608	05/17/2018	General Fund	Contractual Services	Great Scott Tree Service, Inc		754.00
127609	05/17/2018	City Trust Fund	Const/Demo/Recycling Deposit	HD Roof's, Inc		307.80
127610	05/17/2018	City Trust Fund	Const/Demo/Recycling Deposit	Hornaz Builders		810.00
127611	05/17/2018	General Fund	Small Tools	Home Depot Credit Services		46.66
127611	05/17/2018	General Fund	Building Maintenance	Home Depot Credit Services		17.32
127611	05/17/2018	General Fund	Building Maintenance	Home Depot Credit Services		69.92
127611	05/17/2018	General Fund	Special Dept Expense	Home Depot Credit Services		135.77
127611	05/17/2018	General Fund	Building Maintenance	Home Depot Credit Services		63.00
127611	05/17/2018	General Fund	Building Maintenance	Home Depot Credit Services		18.14
127611	05/17/2018	General Fund	Building Maintenance	Home Depot Credit Services		160.55
127611	05/17/2018	General Fund	Building Maintenance	Home Depot Credit Services		21.71
127611	05/17/2018	General Fund	Building Maintenance	Home Depot Credit Services		350.70
127611	05/17/2018	Fleet Maintenance	Vehicle Maintenance	Home Depot Credit Services		161.82
127611	05/17/2018	General Fund	Equipment Maintenance	Home Depot Credit Services		180.20
127611	05/17/2018	General Fund	Special Dept Expense	Home Depot Credit Services		454.44
127612	05/17/2018	General Fund	Deferred Compensation-Iema	Iema Retirement Trust #302393		3,380.00
127612	05/17/2018	General Fund	Deferred Compensation-Iema	Iema Retirement Trust #302393		3,035.44
127613	05/17/2018	PSTF	Contact Services	Illumination Foundation		1,953.90
127614	05/17/2018	General Fund	Medicare-City Share	Internal Revenue Service		44.14
127614	05/17/2018	General Fund	Fica-City Share	Internal Revenue Service		44.14
127614	05/17/2018	General Fund	Fica-Employee Share	Internal Revenue Service		1,953.90
127614	05/17/2018	General Fund	Medicare-Employee Share	Internal Revenue Service		13,443.89
127614	05/17/2018	General Fund	Fit W/H Payable	Internal Revenue Service		1,099.10
127615	05/17/2018	Fact Parks & Recreation Grant	Contractual Services	Interval House		200.00
127616	05/17/2018	General Fund	Wage Garnishment	Ana Jensen		244.86
127617	05/17/2018	Fleet Maintenance	Vehicle Maintenance	Karella Fuel		10.00
127618	05/17/2018	General Fund	General Recreation Programs	Hilda Laufer		3,671.27
127619	05/17/2018	NOCPSTF	Contractual Services	LOT318		47.00
127620	05/17/2018	General Fund	Parking Citations	Albert Mauzey		245.69
127621	05/17/2018	General Fund	Building Maintenance	Merchants Building Maintenance LLC		

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
127621	05/17/2018	General Fund	Contractual Services	Merchants Building Maintenance LLC		1,240.78
127621	05/17/2018	General Fund	Building Maintenance	Merchants Building Maintenance LLC		747.49
127622	05/17/2018	General Fund	Deferred Compensation-Met Life	MetLife		75.00
127623	05/17/2018	City Trust Fund	Deposits	Faviola Meza		100.00
127624	05/17/2018	General Fund	Special Dept Expense	Motion Picture Licensing Corp		566.04
127625	05/17/2018	General Fund	Travel/Conference/Meetings	OC City Managers Association		52.00
127626	05/17/2018	General Fund	Office Expense	Office Depot		219.65
127627	05/17/2018	City Trust Fund	Const/Demo/Recycling Deposit	Orange County Demolition, Inc		195.00
127628	05/17/2018	General Fund	Parking Citations	County of Orange Treasurer- Tax Collector		6,486.00
127628	05/17/2018	General Fund	Communications	County of Orange Treasurer- Tax Collector		1,368.00
127628	05/17/2018	General Fund	Communications	County of Orange Treasurer- Tax Collector		1,050.00
127628	05/17/2018	General Fund	Sheriff Contract Services	County of Orange Treasurer- Tax Collector		661,479.86
127628	05/17/2018	General Fund	Sheriff Contract Services	County of Orange Treasurer- Tax Collector		535.17
127628	05/17/2018	General Fund	Sheriff Contract Services	County of Orange Treasurer- Tax Collector		1,650.40
127628	05/17/2018	General Fund	Sheriff Contract Services	County of Orange Treasurer- Tax Collector		1,257.40
127628	05/17/2018	General Fund	Sheriff Contract Services	County of Orange Treasurer- Tax Collector		21,093.60
127628	05/17/2018	General Fund	Sheriff Contract Services	County of Orange Treasurer- Tax Collector		4,206.63
127628	05/17/2018	General Fund	Sheriff Contract Services	County of Orange Treasurer- Tax Collector		2,340.21
127629	05/17/2018	Gen Fnd (Transaction & Use Tax Employee Benefits	Sheriff Contract Services	County of Orange Treasurer- Tax Collector		175,533.90
127630	05/17/2018	General Fund	Special Dept Expense	PARS		441.63
127631	05/17/2018	NOCPSTF	Business License Tax	Ayub Panel		14.00
127632	05/17/2018	General Fund	Contractual Services	Pathways of Hope		4,899.00
127633	05/17/2018	General Fund	Building Maintenance	Pyro-Comm Systems Inc.		135.00
127633	05/17/2018	General Fund	Materials and Supplies	Red Ball Hardware		60.54
127633	05/17/2018	General Fund	Materials and Supplies	Red Ball Hardware		200.67
127633	05/17/2018	General Fund	Materials and Supplies	Red Ball Hardware		2.88
127634	05/17/2018	NOCPSTF	Contractual Services	Rosie's Garage		9,857.84
127635	05/17/2018	PSTF	Special Dept Expense	Sand Canyon Urgent Care		20.00
127635	05/17/2018	PSTF	Special Dept Expense	Sand Canyon Urgent Care		40.00
127635	05/17/2018	General Fund	Professional Services	Sand Canyon Urgent Care		110.00
127636	05/17/2018	General Fund	Building Maintenance	Scott Harrison Plumbing & Htg Inc		440.00
127637	05/17/2018	General Fund	Special Dept Expense	Smart And Final Iris Co		49.53
127637	05/17/2018	General Fund	Special Dept Expense	Smart And Final Iris Co		20.83
127638	05/17/2018	Light/Median Maint (1972 Act)	Utilities	So Cal Edison		833.16
127638	05/17/2018	Stanton Central Park Maintenance	Utilities	So Cal Edison		2,512.47
127638	05/17/2018	Light/Median Maint (1972 Act)	Utilities	So Cal Edison		51.78
127638	05/17/2018	Housing Authority	Utilities	So Cal Edison		26.58
127638	05/17/2018	General Fund	Utilities	So Cal Edison		60.34
127638	05/17/2018	Light/Median Maint (1972 Act)	Utilities	So Cal Edison		16,800.34
127639	05/17/2018	General Fund	Contractual Services	So Cal Sanitation		130.97
127639	05/17/2018	General Fund	Contractual Services	So Cal Sanitation		59.11
127640	05/17/2018	General Fund	Building Maintenance	South Coast A.Q.M.D		128.61
127641	05/17/2018	Fleet Maintenance	Vehicle Maintenance	Southland Automotive		25.00
127642	05/17/2018	General Fund	Recreation Brochure Mailing	Southwest Offset Printing		7,039.37

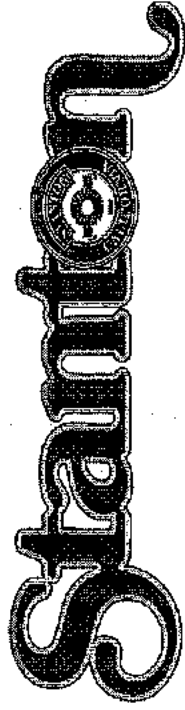
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
127643	05/17/2018	Housing Authority	Minor Repairs	Sparky's Plumbing, Inc		250.00
127644	05/17/2018	City Trust Fund	Const/Demo/Recycling Deposit	Sunny Roofing & Construction		288.00
127645	05/17/2018	General Fund	Contractual Services	Syntec Patrol		443.28
127645	05/17/2018	General Fund	Contractual Services	Syntec Patrol		524.97
127646	05/17/2018	General Fund	Building Maintenance	Thomson Inc		187.50
127647	05/17/2018	City Trust Fund	Const/Demo/Recycling Deposit	Tom Byer Roofing		261.00
127648	05/17/2018	General Fund	Professional Services	Townsend Public Affairs, Inc		2,000.00
127648	05/17/2018	Housing Authority	Professional Services	Townsend Public Affairs, Inc		2,000.00
127649	05/17/2018	General Fund	Materials and Supplies	U S Bank		34.45
127649	05/17/2018	General Fund	Building Maintenance	U S Bank		296.29
127649	05/17/2018	General Fund	Travel/Conference/Meetings	U S Bank		30.00
127649	05/17/2018	General Fund	Travel/Conference/Meetings	U S Bank		30.00
127649	05/17/2018	General Fund	Office Expense	U S Bank		24.54
127649	05/17/2018	General Fund	Special Dept Expense	U S Bank		101.18
127649	05/17/2018	General Fund	Training	U S Bank		95.00
127649	05/17/2018	General Fund	Travel/Conference/Meetings	U S Bank		26.95
127649	05/17/2018	General Fund	Travel/Conference/Meetings	U S Bank		44.13
127649	05/17/2018	Gen Fnd (Transaction & Use Tax	Travel/Conference/Meetings	U S Bank		234.70
127649	05/17/2018	General Fund	Travel/Conference/Meetings	U S Bank		83.92
127649	05/17/2018	General Fund	Travel/Conference/Meetings	U S Bank		199.69
127649	05/17/2018	General Fund	Travel/Conference/Meetings	U S Bank		3.99
127649	05/17/2018	General Fund	Building Maintenance	U S Bank		642.73
127649	05/17/2018	General Fund	Communications	U S Bank		53.58
127649	05/17/2018	General Fund	Communications	U S Bank		192.34
127649	05/17/2018	General Fund	Travel/Conference/Meetings	U S Bank		115.65
127650	05/17/2018	General Fund	PARS	U.S. Bank		1,346.39
127651	05/17/2018	Gas Tax	Materials and Supplies	Vista Paint Corp		18.01
127651	05/17/2018	Gas Tax	Materials and Supplies	Vista Paint Corp		16.74
127651	05/17/2018	Gas Tax	Materials and Supplies	Vista Paint Corp		34.08
127651	05/17/2018	Gas Tax	Materials and Supplies	Vista Paint Corp		29.97
127652	05/17/2018	General Fund	Plan Checking Services	W.G. Zimmerman Engineering, Inc.		810.00
127653	05/17/2018	Employee Benefits	Special Dept Expense	WageWorks		8.00
127653	05/17/2018	Employee Benefits	Special Dept Expense	WageWorks		42.00
127653	05/17/2018	Employee Benefits	Special Dept Expense	WageWorks		50.00
127653	05/17/2018	Employee Benefits	Special Dept Expense	WageWorks		42.00
127653	05/17/2018	Employee Benefits	Special Dept Expense	WageWorks		50.00
127653	05/17/2018	Employee Benefits	Special Dept Expense	WageWorks		8.00
127653	05/17/2018	Employee Benefits	Special Dept Expense	WageWorks		50.00
127653	05/17/2018	Employee Benefits	Special Dept Expense	WageWorks		8.00
127653	05/17/2018	Employee Benefits	Special Dept Expense	WageWorks		42.00
127654	05/17/2018	Gas Tax	Materials and Supplies	Waxie Sanitary Supply		273.16
127655	05/17/2018	Fact Parks & Recreation Grant	Contractual Services	Western Youth Services		4,565.99



# Accounts Payable

## Checks for Approval

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Printed: 5/24/2018 - 9:04 AM



Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
127656	05/24/2018	General Fund	Office Expense	123 Office Solutions, Inc		353.44
127657	05/24/2018	General Fund	Equipment Maintenance	Ace Laser Printer Service		275.84
127658	05/24/2018	Gen Fnd (Transaction & Use Tax	Crossing Guard Services	All City Management		1,466.10
127659	05/24/2018	Gen Fnd (Transaction & Use Tax	Advertising/ Business Dev't	Allpro-Graphics & Printing		233.26
127660	05/24/2018	City Trust Fund	Deposits	Jorge Ayala		100.00
127661	05/24/2018	General Fund	Professional Services	Best Best & Krieger LLP		12,904.00
127661	05/24/2018	General Fund	Prosecution/Code Enforcement	Best Best & Krieger LLP		4,036.09
127661	05/24/2018	Stanton as Successor RDA Adm	Professional Services	Best Best & Krieger LLP		330.20
127661	05/24/2018	Housing Authority	Professional Services	Best Best & Krieger LLP		558.80
127661	05/24/2018	General Fund	Professional Services	Best Best & Krieger LLP		778.93
127661	05/24/2018	General Fund	Professional Services	Best Best & Krieger LLP		2,738.85
127661	05/24/2018	Housing Authority	Professional Services	Best Best & Krieger LLP		754.50
127662	05/24/2018	General Fund	Equipment Maintenance	C3 Technology Services		1,158.94
127663	05/24/2018	Fleet Maintenance	Vehicle Maintenance	CA Auto & Brake		314.05
127664	05/24/2018	PSIF	Special Dept Expense	CA St Dept Of Justice		96.00
127664	05/24/2018	General Fund	Massage Establishment License	CA St Dept Of Justice		49.00
127665	05/24/2018	General Fund	Contractual Ambulance Svcs	Care Ambulance Service Inc		1,538.75
127666	05/24/2018	General Fund	Information Technology	City of Brea		50.00
127666	05/24/2018	Gen Fnd (Transaction & Use Tax	Advertising/ Business Dev't	City of Brea		50.00
127667	05/24/2018	General Fund	Contractual Services	Collicent Energy Services Inc		450.00
127668	05/24/2018	City Trust Fund	Deposits	Robert Covert		100.00
127669	05/24/2018	General Fund	Contractual Recreation Progm	Gerald J. Cruise		61.60
127669	05/24/2018	General Fund	Contractual Recreation Progm	Gerald J. Cruise		378.00
127669	05/24/2018	General Fund	Contractual Recreation Progm	Gerald J. Cruise		340.20
127670	05/24/2018	Housing and Com Devt (CDBG)	City Hall Plaza Improvements	CS LEGACY CONSTRUCTION INC		2,515.55
127670	05/24/2018	Gas Tax	Street Improvement	CS LEGACY CONSTRUCTION INC		85,170.80
127670	05/24/2018	City Trust Fund	Retentions Payable	CS LEGACY CONSTRUCTION INC		-4,384.32
127671	05/24/2018	General Fund	Equipment Maintenance	De Lage Landen Financial Services, Inc		131.59
127671	05/24/2018	General Fund	Equipment Maintenance	De Lage Landen Financial Services, Inc		309.92
127671	05/24/2018	General Fund	Equipment Maintenance	De Lage Landen Financial Services, Inc		65.90
127672	05/24/2018	Stanton Central Park Maintenan	Utilities	Golden State Water Company		2,759.55
127672	05/24/2018	Light/Median Maint (1972 Act)	Utilities	Golden State Water Company		1,466.75
127672	05/24/2018	General Fund	Utilities	Golden State Water Company		24.30
127672	05/24/2018	General Fund	Utilities	Golden State Water Company		467.21

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
127672	05/24/2018	General Fund	Utilities	Golden State Water Company		426.84
127672	05/24/2018	General Fund	Utilities	Golden State Water Company		292.83
127672	05/24/2018	Light/Median Maint (1972 Act)	Utilities	Golden State Water Company		2,047.31
127672	05/24/2018	General Fund	Utilities	Golden State Water Company		3,686.17
127673	05/24/2018	Redevt Obligation Retire (D/S)	Professional Services	Harrell & Company Advisors, LLC		3,200.00
127674	05/24/2018	General Fund	Contractual Recreation Progm	Heart to Heart CPR		84.00
127675	05/24/2018	General Fund	Professional Services	Hinderliter delLamas & Associates		3,923.63
127675	05/24/2018	General Fund	Professional Services	Hinderliter delLamas & Associates		1,050.00
127675	05/24/2018	Gen Fund (Transaction & Use Tax	Professional Services	Hinderliter delLamas & Associates		300.00
127676	05/24/2018	General Fund	Equipment Maintenance	Home Depot Credit Services		32.46
127676	05/24/2018	General Fund	Special Dept Expense	Home Depot Credit Services		17.75
127677	05/24/2018	General Fund	Professional Services	IRC, Inc		213.75
127678	05/24/2018	General Fund	Util User Tax/Electricity	La Lampara		92.58
127678	05/24/2018	General Fund	Util User Tax/Water	La Lampara		11.13
127678	05/24/2018	General Fund	Util User Tax/Gas	La Lampara		81.92
127679	05/24/2018	General Fund	Util User Tax/Gas	Magic Lamp		195.89
127679	05/24/2018	General Fund	Util User Tax/Water	Magic Lamp		171.67
127679	05/24/2018	General Fund	Util User Tax/Electricity	Magic Lamp		145.08
127680	05/24/2018	General Fund	Safeguard Dental-City Share	MFTLIFE SBC		206.48
127681	05/24/2018	General Fund	Communications	County of Orange Treasurer- Tax Collector		3,018.00
127681	05/24/2018	General Fund	Communications	County of Orange Treasurer- Tax Collector		1,463.00
127682	05/24/2018	General Fund	Util User Tax/Water	Parque Pacifico		113.16
127682	05/24/2018	General Fund	Util User Tax/Gas	Parque Pacifico		178.81
127682	05/24/2018	General Fund	Util User Tax/Electricity	Parque Pacifico		266.78
127683	05/24/2018	City Trust Fund	Expendable Deposits	Place Works		437.55
127684	05/24/2018	City Trust Fund	Deposits	Lorena Rebolgar		100.00
127685	05/24/2018	Light/Median Maint (1972 Act)	Street Lighting	Siemens Industry Inc		953.00
127685	05/24/2018	Light/Median Maint (1972 Act)	Street Lighting	Siemens Industry Inc		2,575.00
127685	05/24/2018	Light/Median Maint (1972 Act)	Street Lighting	Siemens Industry Inc		803.00
127686	05/24/2018	General Fund	Special Dept Expense	Smart And Final Iris Co		37.54
127686	05/24/2018	General Fund	Special Dept Expense	Smart And Final Iris Co		47.13
127687	05/24/2018	General Fund	Special Dept Expense	Smart And Final Iris Co		44.62
127687	05/24/2018	General Fund	Utilities	So Cal Edison		5,237.40
127687	05/24/2018	General Fund	Utilities	So Cal Edison		554.71
127687	05/24/2018	Gas Tax	Utilities	So Cal Edison		818.42
127687	05/24/2018	Housing Authority	Utilities	So Cal Edison		222.09
127688	05/24/2018	General Fund	Land Lease	Southern California Edison		2,433.00
127689	05/24/2018	Fleet Maintenance	Vehicle Maintenance	Southland Automotive		140.30
127690	05/24/2018	Housing Authority	Minor Repairs	Sparky's Plumbing, Inc		271.88
127690	05/24/2018	Housing Authority	Minor Repairs	Sparky's Plumbing, Inc		356.70
127691	05/24/2018	General Fund	Special Dept Expense	Staples Credit Plan		103.99
127691	05/24/2018	General Fund	Materials and Supplies	Staples Credit Plan		32.51
127692	05/24/2018	General Fund	Contractual Services	Syntec Patrol		467.22
127693	05/24/2018	General Fund	Professional Services	Turbo Data Systems Inc		1,185.65



Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
127693	05/24/2018	General Fund	Professional Services	Turbo Data Systems Inc		878.80
127694	05/24/2018	NOCPSF	Contractual Services	Wayfinders Supportive Solutions		8,921.31
Report Total:						165,484.86

# Accounts Payable

## Checks for Approval

User: fruiz  
Printed: 5/31/2018 - 9:38 AM



Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
127695	05/31/2018	PSTF	Contact Services	Anaheim Family YMCA		332.00
127696	05/31/2018	General Fund	Contractual Services	Aquatic Maintenance		1,320.00
127696	05/31/2018	Stanton Central Park Maintenance	Contractual Services	Aquatic Maintenance		550.00
127696	05/31/2018	General Fund	Contractual Services	Aquatic Maintenance		550.00
127697	05/31/2018	General Fund	Communications	AT&T		209.49
127697	05/31/2018	Gas Tax	Communications	AT&T		256.05
127698	05/31/2018	NOCPSTF	Contractual Services	Big Brothers Big Sisters of Orange County		11,332.88
127698	05/31/2018	PSTF	Contact Services	Big Brothers Big Sisters of Orange County		3,280.87
127699	05/31/2018	NOCPSTF	Contractual Services	Boys & Girls Clubs of Brea-Placentia-Yorba Linda		4,656.24
127700	05/31/2018	General Fund	Contractual Services	C.R.I. Electric, Inc		403.75
127701	05/31/2018	General Fund	Equipment-General	C3 Technology Services		952.61
127702	05/31/2018	General Fund	Inspection Services	Charles Abbott Associates, Inc		14,551.07
127702	05/31/2018	General Fund	Inspection Services	Charles Abbott Associates, Inc		6,626.00
127703	05/31/2018	General Fund	Travel/Conference/Meetings	City of Buena Park		424.57
127704	05/31/2018	NOCPSTF	Contractual Services	City of La Palma		1,584.00
127705	05/31/2018	NOCPSTF	Contractual Services	CSU Fullerton ASC		18,756.57
127706	05/31/2018	NOCPSTF	Contractual Services	Cypress Police Foundation		128.71
127706	05/31/2018	NOCPSTF	Contractual Services	Cypress Police Foundation		690.00
127707	05/31/2018	General Fund	Sit W/H Payable	EDD		4,687.54
127707	05/31/2018	General Fund	Sit W/H Payable	EDD		793.33
127707	05/31/2018	General Fund	Sit W/H Payable	EDD		32.17
127707	05/31/2018	General Fund	Unemployment Ins Payable	EDD		635.90
127708	05/31/2018	PSTF	Contact Services	Tina Fletsam		3,515.00
127709	05/31/2018	General Fund	Utilities	Golden State Water Company		2,554.90
127710	05/31/2018	General Fund	Contractual Services	Great Scott Tree Service, Inc		11.50
127710	05/31/2018	Light/Median Maint (1972 Act)	Contractual Services	Great Scott Tree Service, Inc		103.50
127710	05/31/2018	Light/Median Maint (1972 Act)	Street Trees	Great Scott Tree Service, Inc		2,850.00
127711	05/31/2018	Light/Median Maint (1972 Act)	Professional Services	Hartzog & Crabill		1,776.72
127711	05/31/2018	Light/Median Maint (1972 Act)	Professional Services	Hartzog & Crabill		920.00
127711	05/31/2018	Measure M	Pavement Maintenance	Hartzog & Crabill		1,200.00
127712	05/31/2018	General Fund	Deferred Compensation-Iona	Iona Retirement Trust #302393		454.44
127712	05/31/2018	General Fund	Deferred Compensation-Iona	Iona Retirement Trust #302393		3,380.00
127713	05/31/2018	General Fund	Fit W/H Payable	Internal Revenue Service		142.28
127713	05/31/2018	General Fund	Medicare-Employee Share	Internal Revenue Service		38.59

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
127713	05/31/2018	General Fund	Medicare-City Share	Internal Revenue Service		174.29
127713	05/31/2018	General Fund	Medicare-Employee Share	Internal Revenue Service		1,880.32
127713	05/31/2018	General Fund	Medicare-City Share	Internal Revenue Service		1,880.32
127713	05/31/2018	General Fund	Fica-City Share	Internal Revenue Service		41.17
127713	05/31/2018	General Fund	Medicare-Employee Share	Internal Revenue Service		174.29
127713	05/31/2018	General Fund	Medicare-City Share	Internal Revenue Service		38.59
127713	05/31/2018	General Fund	Fit W/H Payable	Internal Revenue Service		2,644.44
127713	05/31/2018	General Fund	Fit W/H Payable	Internal Revenue Service		13,385.50
127713	05/31/2018	General Fund	Fica-Employee Share	Internal Revenue Service		41.17
127714	05/31/2018	NOCPSTF	Contractual Services	La Habra Police Department Explorers Post 850		5,667.27
127715	05/31/2018	Fleet Maintenance	Vehicle Maintenance	Mark's Old Towne Service, Inc.		1,617.70
127716	05/31/2018	General Fund	Deferred Compensation-Met Life	MetLife		75.00
127717	05/31/2018	Gas Tax	Contractual Services	Nichols Consulting Engineers		856.25
127718	05/31/2018	General Fund	Office Expense	O C Register		479.40
127719	05/31/2018	NOCPSTF	Contractual Services	OC United Together		6,049.00
127720	05/31/2018	General Fund	Building Maintenance	Scott Harrison Plumbing & Htg Inc		1,985.00
127721	05/31/2018	Light/Median Maint (1972 Act)	Utilities	So Cal Edison		49.68
127721	05/31/2018	Light/Median Maint (1972 Act)	Utilities	So Cal Edison		35.28
127722	05/31/2018	General Fund	Communications	SoEx		1,060.51
127722	05/31/2018	General Fund	Utilities	SoEx		875.47
127722	05/31/2018	Stanton Central Park Maintenan	Utilities	SoEx		462.60
127722	05/31/2018	General Fund	Communications	SoEx		813.71
127723	05/31/2018	Fleet Maintenance	Vehicle Maintenance	Southland Automotive		25.00
127724	05/31/2018	General Fund	Building Maintenance	Spectrum Fire Protection		495.00
127724	05/31/2018	General Fund	Building Maintenance	Spectrum Fire Protection		2,104.30
127725	05/31/2018	NOCPSTF	Contractual Services	Sunburst Youth Challenge Academy		900.00
127725	05/31/2018	NOCPSTF	Contractual Services	Sunburst Youth Challenge Academy		1,044.00
127726	05/31/2018	Measure M	Pavement Maintenance	Tait & Associates Inc		13,477.74
127727	05/31/2018	NOCPSTF	Contractual Services	The Orange County Family Justice Center Foundation		2,550.00
127728	05/31/2018	General Fund	Building Maintenance	Thomson Inc		617.48
127729	05/31/2018	NOCPSTF	Contractual Services	Tim Shaw & Associates		2,125.00
127730	05/31/2018	NOCPSTF	Special Dept Expense	U S Bank		1,527.46
127730	05/31/2018	General Fund	Training	U S Bank		380.00
127730	05/31/2018	General Fund	Massage Establishment License	U S Bank		25.00
127730	05/31/2018	PSTF	Special Dept Expense	U S Bank		107.00
127730	05/31/2018	Fleet Maintenance	Gas/Oil/Lube	U S Bank		72.00
127730	05/31/2018	Fleet Maintenance	Gas/Oil/Lube	U S Bank		48.01
127730	05/31/2018	General Fund	Youth Committee	U S Bank		269.32
127730	05/31/2018	Light/Median Maint (1972 Act)	Street Lighting	U S Bank		2,166.59
127730	05/31/2018	General Fund	Special Dept Expense	U S Bank		36.00
127730	05/31/2018	General Fund	Travel/Conference/Meetings	U S Bank		44.13
127730	05/31/2018	General Fund	Equipment Maintenance	U S Bank		3,663.50
127730	05/31/2018	General Fund	Information Technology	U S Bank		292.68
127730	05/31/2018	General Fund	Building Maintenance	U S Bank		70.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
127731	05/31/2018	General Fund	PARS	U.S. Bank		1,273.29
127732	05/31/2018	General Fund	Contractual Services	Venco Western Inc		655.00
127732	05/31/2018	Stanton Central Park Maintenance	Contractual Services	Venco Western Inc		3,969.00
127732	05/31/2018	General Fund	Contractual Services	Venco Western Inc		1,298.00
127732	05/31/2018	General Fund	Contractual Services	Venco Western Inc		4,870.00
127732	05/31/2018	General Fund	Contractual Services	Venco Western Inc		900.00
127732	05/31/2018	Light/Median Maint (1972 Act)	Contractual Services	Venco Western Inc		7,939.00
Report Total:						182,932.34

## **DRAFT**

### **MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING MARCH 27, 2018**

#### **1. CALL TO ORDER / CLOSED SESSION**

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

#### **2. ROLL CALL**

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

Absent: None.

Excused: Council Member Donahue.

#### **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: 1

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

The meetings were called to order at 6:35 p.m. by Chairman Shawver.

#### **6. ROLL CALL**

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

Absent: None.

Excused: Agency/Authority Member Donahue.

## **DRAFT**

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.

### **7. PLEDGE OF ALLEGIANCE**

Led by Lieutenant Sean A. Howell, Orange County Sheriff's Department.

### **8. SPECIAL PRESENTATIONS AND AWARDS**

**8A.** Mayor Shawver proclaimed the month of April, as Child Abuse Prevention Month in the City of Stanton and presented a proclamation to Ms. Ann Nguyen, Community Services Coordinator and Ms. Dianna Valtierra, Community Services Coordinator.

**8B.** Presentation of City Tile of Recognition honoring outgoing Stanton Chief of Police Orange County Sheriff's Department Lieutenant Sean A. Howell.

- The City Council expressed their gratitude to outgoing Lieutenant Sean A. Howell for his efforts throughout the years and congratulated him on his new appointed within the Orange County Sheriff's Department.
- Lieutenant Sean A. Howell expressed his gratitude to the City and City Council Members.

### **9. CONSENT CALENDAR**

Mayor Shawver requested to pull consent calendar item 9G for separate discussion.

Motion/Second: Ramirez/Ethans

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

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

# **DRAFT**

## **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 March 8, 2018 and March 15, 2018, in the amount of \$1,491,979.93.

**9C. FEBRUARY 2018 INVESTMENT REPORT**

The Investment Report as of February 28, 2018 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 February 2018.

**9D. FEBRUARY 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of February 28, 2018 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 February 2018.

## **DRAFT**

### **9E. FEBRUARY 2018 INVESTMENT REPORT (HOUSING AUTHORITY)**

The Investment Report as of February 28, 2018 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 February 2018.

### **9F. APPROVAL OF DISSOLUTION OF A COUNTYWIDE PUBLIC FINANCING AUTHORITY**

The City of Stanton, along with eight other cities in the county, entered into a joint powers agreement dated June 19, 1996 which established a public financing authority to provide a vehicle to finance the purchase of 800MHz radios. At this time the authority has no outstanding debt and has no outstanding contracts, and the members that created the authority desire to dissolve it. The attached resolution would establish City Council's approval of the dissolution.

1. The City Council 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. Adopted Resolution No. 2018-12, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE DISSOLUTION OF THE COUNTYWIDE PUBLIC FINANCING AUTHORITY."**



## **DRAFT**

### **9H. AWARD OF CONTRACT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The bids for the Citywide Tree Trimming and Removal Services were opened on February 26, 2018. Based on the post-bid analysis of the four bids received, staff recommends the bid submitted by Great Scott Tree Service, Inc. to be the lowest and most-qualified bid.

The cost for completing the Citywide Tree Trimming and Removal Services contract is approximately \$75,000 which includes a 10-percent contingency.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h); and
2. Awarded a contract for the Citywide Tree Trimming and Removal Services to the lowest responsible bidder, Great Scott Tree Service, Inc., for the amount of \$68,765.00 annually for four years; and
3. Authorized the City Manager to bind the City of Stanton and Great Scott Tree Service, Inc. in a contract for the Citywide Tree Trimming and Removal Services; and
4. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

### **9I. APPROVAL OF BUDGET ADJUSTMENT NO. 2018-24 FOR THE CIVIC CENTER ACCESSIBILITY IMPROVEMENT PROJECT**

The City of Stanton recently awarded a contract for the construction of the Community Center project to C.S. Legacy Construction Inc. A budget adjustment is needed to allocate funds from the Gas Tax Fund for this project.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms 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; and
2. Approved Budget Adjustment No. 2018-24 to appropriate \$620,477.80 to the Street Improvement account in the Gas Tax Fund for this project.

## **DRAFT**

### **9J. AGREEMENT BETWEEN THE CITY OF STANTON AND THE COUNTY OF ORANGE FOR THE STANTON BRANCH LIBRARY EXTERIOR MAINTENANCE AND IMPROVEMENT PROJECT**

The County of Orange previously agreed to fund improvements around their library at Cedar and Katella as part of the City's Community Center and Civic Center Accessibility Improvement Project in the amount of \$50,000. As the City has recently received bids for the overall project, the contribution by the County has risen to \$58,198. The attached agreement provides for the reimbursement of this amount to the City for the County's portion of funding the project.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Authorized the City Manager to bind the City of Stanton and the County of Orange in a funding agreement for the County's portion of the construction of the Community Center and Civic Center Accessibility Improvement Project.

**END OF CONSENT CALENDAR**

## **DRAFT**

### **9G. EXTENSION OF CONTRACT WITH VENCO WESTERN, INC. TO PROVIDE PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES**

A contract was awarded to Venco Western, Inc. at the September 8, 2015 City Council meeting to provide Citywide Landscape Maintenance Services. The contract is set to terminate on June 30, 2018. The terms of the contract allow for two one-year extensions at the sole discretion of the City. Staff recommends the award of the first extension for the period of July 1, 2018 to June 30, 2019.

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

Motion/Second: Shawver/Ethans

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

1. The City Council declared that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approved a contract extension to the firm of Venco Western, Inc. for citywide landscape maintenance services for the first of two allowable contract renewals at identical unit prices.

### **10. PUBLIC HEARINGS      None.**

## **DRAFT**

### **11. UNFINISHED BUSINESS**

#### **11A. APPROVAL OF ORDINANCE NO. 1079**

This Ordinance was introduced at the regular City Council meeting of March 13, 2018.

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

Motion/Second: Warren/Ethans

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1079, entitled:

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION, AND TAKING CERTAIN OTHER ACTIONS RELATING THERETO"; and**

2. The City Council declared that the proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and
3. Adopted Ordinance No. 1079.

### **12. NEW BUSINESS                      None.**

### **13. ORAL COMMUNICATIONS – PUBLIC**

- Mr. Robert Lewis, Resident, spoke regarding his concerns with illegal fireworks and the possibility of a fire due to the discharge of the aforementioned illegal fireworks, the City's stance on sanctuary cities, inquired about the upcoming Census requiring persons to state their citizenship, and the use of police body cameras.
- Mr. Jerry Ristrom, Resident, expressed his gratitude to the City Council, City Staff, and the Orange County Sheriff's Department for their work in ensuring that the City and its residents remain safe. Mr. Ristrom further stated that he is proud of the direction in which the City is moving and thanked Mr. James A. Box, City Manager and Mr. James J. Wren, Public Safety Services Director for the impending construction of the new fencing at the Stanton Community Services Center on Santa Paula.

## **DRAFT**

**14. WRITTEN COMMUNICATIONS** None.

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

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

- Ms. Julie S. Roman, Community Services Director, reported on the upcoming Easter Egg Hunt, Pancake Breakfast and Resource Fair event, which is scheduled to be held on March 31, 2018.
- Mr. James A. Box, City Manager, reported on his attendance with Mayor Shawver, and Council Members Ethans and Warren to the City of Los Alamitos' State of the City event, which was held on March 21, 2018.

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

- Mayor Pro Tem Ramirez requested a status update on his request regarding fireworks and a reward program for reporting the use of illegal fireworks.
- Mayor Shawver requested to agendaize discussion regarding use an app called "shot spotter" within the City.

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

None.

**15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION OF A WOMEN OF DISTINCTION AWARD PROGRAM**

At the March 13, 2018 City Council meeting, Council Member Warren requested that this item be agendaized for discussion.

Presentation by Council Member Warren.

The City Council directed staff to proceed with researching implementation of a Women of Distinction Award Program, and to report staff's findings to the City Council at a future meeting.

## **DRAFT**

### **15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION OF A MAYOR'S FITNESS CHALLENGE**

At the March 13, 2018 City Council meeting, Mayor Shawver requested that this item be agendized for discussion.

Presentation by Mayor Shawver.

The City Council directed staff to proceed with researching implementation of a Mayor's Fitness Challenge program, 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**

- City Manager James A. Box introduced and welcomed newly appointed Orange County Fire Authority, Fire Division Chief Bill Lockhart to the City Council.
  - Fire Division Chief Bill Lockhart made a brief introduction about himself to the City Council.
- Stanton Community Foundation Board Member Debbie Greer reported on the upcoming Mayor's Prayer Breakfast, which is scheduled to be held on April 12, 2018.

### **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.

Lieutenant Nate Wilson provided the City Council with an update on their current operations.

## **DRAFT**

18. **ADJOURNMENT** Motion/Second: Shawver/  
Motion carried at 7:33 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

## **DRAFT**

### **MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING APRIL 10, 2018**

#### **1. CALL TO ORDER / CLOSED SESSION**

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

#### **2. ROLL CALL**

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

Absent: None.

Excused: None.

#### **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: 1

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

The meetings were called to order at 6:31 p.m. by Chairman Shawver.

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.



## **DRAFT**

### **6. ROLL CALL**

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

Absent: None.

Excused: None.

### **7. PLEDGE OF ALLEGIANCE**

Led by Council Member Ethans.

### **8. SPECIAL PRESENTATIONS AND AWARDS**

Mayor Shawver proclaimed the month of April 2018 to be DMV/Donate Life California Month and presented a proclamation to One Legacy Ambassador Stephanie McMackin.

- Ms. McMackin expressed her gratitude to the City Council, shared her legacy story, and reported on Donate Life's upcoming Donate Life Run/Walk event.

### **9. CONSENT CALENDAR**

Motion/Second: Ramirez/Ethans

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

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

# **DRAFT**

## **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 March 21, 2018 and March 29, 2018, in the amount of \$1,175,757.73.

**9C. PARTICIPATION IN THE ASSOCIATION OF CALIFORNIA CITIES, ORANGE COUNTY'S PLANNING EFFORTS REGARDING COUNTY-WIDE PERMANENT SUPPORTIVE HOUSING**

A resolution of support and authorization of staff to participate in planning efforts regarding county-wide permanent supportive housing efforts initiated by the Association of California Cities – Orange County (ACC-OC).

1. The City Council 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. Adopted Resolution No. 2018-12, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING CITY STAFF TO PARTICIPATE IN THE ASSOCIATION OF CALIFORNIA CITIES – ORANGE COUNTY'S PLANNING EFFORTS REGARDING COUNTY-WIDE PERMANENT SUPPORTIVE HOUSING."**

## **DRAFT**

### **9D. DESIGNATION OF VOTING DELEGATE AND/OR ALTERNATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2018 REGIONAL CONFERENCE GENERAL ASSEMBLY**

The Southern California Association of Governments (SCAG) Regional Conference General Assembly will be held on May 3 – 4, 2018 at the Renaissance Indian Wells Resort & Spa in Indian Wells, California. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City to participate at this Annual Meeting.

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. Appointed Council Member David J. Shawver to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) Regional Conference General Assembly.

### **9E. SECOND CONTRACT AMENDMENT TO EXTEND ON-CALL TRAFFIC OPERATIONS SERVICES TO HARTZOG AND CRABILL, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

Staff would propose to extend the current On-Call Traffic Operations Services contract for two additional years.

The cost for completing the On-Call Traffic Operations Services contract is \$70,000 annually.

1. The City Council declared 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. Approved a second contract amendment to the on-call contract with Hartzog and Crabill, Inc. to provide traffic operations services for a two year period for an annual amount of \$70,000; and
3. Authorized the City Manager to bind the City of Stanton and Hartzog and Crabill, Inc. in a contract to provide on-call traffic operations services.

## **DRAFT**

### **9F. EXTENSION OF TIMEFRAME FOR THE DISPOSITION OF CERTAIN REAL PROPERTY HOUSING ASSETS OF THE STANTON HOUSING AUTHORITY (HOUSING AUTHORITY)**

The former Stanton Redevelopment Agency ("Agency") purchased 28 parcels, for the development of the Tina/Pacific affordable housing project, along with three additional parcels for other opportunities to provide for affordable housing in the City. The Agency transferred these properties to the Housing Authority. The California Department of Finance ("DOF") approved the asset transfer in February 2013. The Housing Authority has five years from approval date to dispose or develop these assets for affordable housing purposes. To this end, the Authority has been diligently working with an affordable housing developer, Related Companies, to finalize a Development Agreement which would include the purchase of 25 of the parcels for the Tina/Pacific Development. The Authority has also hired a Broker to advertise and assist in the sale of a parcel on Katella Ave., and has contacted a number of developers to garner interest in the sale of the two remaining parcels on Cerritos Ave. and Flower Ave. As of the writing of this report, the Housing Authority has yet to find a suitable development partner for three of the parcels, and has not completed the sale of the 25 parcels associated with Tina/Pacific. Based on Successor Agency Housing Law Section 33334.16 of the California Health and Safety Code, the Housing Authority may extend the terms for disposition through a resolution adopted by the Housing Authority Board. To allow staff to continue with the Tina/Pacific development, and identify appropriate development partners for the remaining parcels, staff recommends the Housing Authority Board exercise this provision to extend the development and disposition period for an additional five years.

1. The Housing Authority declared 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. Adopted Resolution No. SHA 2018-01 extending the period for development or disposition of Housing Authority properties, entitled:

**"A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF STANTON  
THE PERIOD FOR DEVELOPMENT OR DISPOSITION OF HOUSING  
AUTHORITY PROPERTIES TRANSFERRED FROM THE FORMER STANTON  
REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE  
SECTION 34176.1(e)."**

## **DRAFT**

### **9G. EMERGENCY MANAGEMENT PERFORMANCE GRANT**

The Orange County Sheriff's Department was awarded the Emergency Management Performance Grant (EMPG) FY17-18, from the California Governor's Office of Emergency Services (CalOES). Included in this grant is a sub award for the City in the amount of \$5,274.00. The EMPG grant is intended to assist local agencies in executing the Orange County Operational Area's Emergency Operations Plan (EOP). The grant performance period is July 1, 2017 through June 30, 2018.

1. The City Council declared 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. Approved the attached County of Orange Governing Body Resolution Form and Addendum authorizing the City Manager to execute the agreement and other documents required by the County of Orange for participation in the EMPG program on behalf of the City Council.

### **END OF CONSENT CALENDAR**

10. **PUBLIC HEARINGS**           None.
11. **UNFINISHED BUSINESS**       None.

## **DRAFT**

### **12. NEW BUSINESS**

#### **12A. REPORT ON PLANNING COMMISSION ACTION REGARDING THE COMMERCIAL COMPONENT OF THE VILLAGE CENTER REDEVELOPMENT PROJECT**

At a Special Meeting of the Planning Commission on March 28, 2018, the Planning Commission approved the development proposal of the commercial component of the Village Center redevelopment project. This report and presentation provides an overview of the project, Planning Commission action, and next steps for the project.

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

The City Council questioned staff regarding property line setbacks, bus stop locations, access to the shopping center for nearby residents, and inquired about the project timeline.

Mr. Tom Carpenter, Applicant, provided an update to the City Council regarding the project and made himself available for Council questions.

The City Council received and filed the report.

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

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

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

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

- Ms. Julie S. Roman, Community Services Director, reported on the upcoming 9<sup>th</sup> Annual Mayor's Prayer Breakfast, which will be held on April 12, 2018.
- Ms. Julie S. Roman, Community Services Director, reported on the Easter Egg Hunt, Pancake Breakfast and Resource Fair event, which was held on March 31, 2018.

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

None.

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

None.

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

None.

## **DRAFT**

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

- City Manager James A. Box congratulated Mr. Stephen M. Parker and the Administrative Services Department on being awarded the 2017 Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

### **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.

Fire Division Chief Bill Lockhart provided the City Council with an update on their current operations.

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

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

# **DRAFT**

## **MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING APRIL 24, 2018**

### **1. CALL TO ORDER / CLOSED SESSION**

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

### **2. ROLL CALL**

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

Absent: None.

Excused: None.

### **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: 2

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

The meetings were called to order at 6:36 p.m. by Chairman Shawver.

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.



## **DRAFT**

### **6. ROLL CALL**

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

Absent: None.

Excused: None.

### **7. PLEDGE OF ALLEGIANCE**

Led by Mr. Scott Harrison.

### **8. SPECIAL PRESENTATIONS AND AWARDS**                      None.

### **9. CONSENT CALENDAR**

Council Member Donahue requested to pull consent calendar item 9H for separate discussion.

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

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

# **DRAFT**

## **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 5, 2018 and April 12, 2018, in the amount of \$2,020,476.47.

**9C. MARCH 2018 INVESTMENT REPORT**

The Investment Report as of March 31, 2018 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 March 2018.

**9D. MARCH 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of March 31, 2018 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 March 2018.

## **DRAFT**

### **9E. MARCH 2018 INVESTMENT REPORT (HOUSING AUTHORITY)**

The Investment Report as of March 31, 2018 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 March 2018.

### **9F. EXTENSION OF CONTRACT WITH EMPIRE PIPE CLEANING AND EQUIPMENT, INC. TO PROVIDE SANITARY SEWER AND CATCH BASIN CLEANING SERVICES AT SAME UNIT PRICES**

A contract was awarded to Empire Pipe Cleaning and Equipment, Inc. at the September 8, 2015 City Council meeting to perform sanitary sewer cleaning services on an annual basis. The contract is set to terminate on June 30, 2018. The terms of the contract allow for two one-year extensions at the sole discretion of the City. Staff recommends the award of the first extension for the period of July 1, 2018 to June 30, 2019.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as maintenance of existing facilities; and
2. Approved a contract extension to the firm of Empire Pipe Cleaning and Equipment, Inc. to perform sanitary sewer cleaning services for the first of two allowable contract renewals at identical unit prices.

## **DRAFT**

### **9G. APPROVAL OF RESOLUTION 2018-14 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

To satisfy the accountability requirements of SB-1 Transportation Funding (2017-2018, Beall); the City must adopt a list of projects to be funded with SB-1 funds for FY 2018/19.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approved Resolution 2018-14, adopting a list of projects to be funded by SB-1 in FY 2018/19, entitled:

**"RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017".**

## **END OF CONSENT CALENDAR**

### **9H. APPROVAL OF DEDICATION OF CITY HALL PROPERTY TO BECOME PUBLIC RIGHT OF WAY**

The City desires to dedicate a portion of fee-owned property on which City Hall is located to become public right of way. The attached offer of dedication identifies the specific area, and when executed will transfer the property.

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

Motion/Second: Donahue/Ramirez

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15305 – Minor Alterations in Land Use Limitations; and
2. Authorized the City Manager to execute the attached Offer of Dedication.

## **DRAFT**

10. **PUBLIC HEARINGS** None.

11. **UNFINISHED BUSINESS** None.

12. **NEW BUSINESS**

**12A. AWARD OF CONTRACT FOR CONSTRUCTION OF THE COMMUNITY CENTER FENCING PROJECT TO QUALITY FENCE COMPANY, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The bids for the construction of the Community Center Fencing Project were opened April 9, 2018. Based on the post-bid analysis of the six (6) bids received, staff recommends the bid submitted by Quality Fence Company, Inc. to be the lowest responsive and responsible bid at \$59,000.

A budget adjustment is needed to allocate funds for the installation of new fencing at the Community Center. This project will provide our residents a safer way to enjoy all the activities and playground our Community Center offers.

Motion/Second: Donahue/Ethans

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Awarded a construction contract for the Community Center Fencing Project to the lowest responsive and responsible bidder, Quality Fence Company, Inc.; and
3. Authorized the City Manager to bind the City of Stanton and Quality Fence Company, Inc. in a contract for the construction of the Community Center Fencing Project; and
4. Authorized the City Manager to approve contract changes, not to exceed 10-percent; and;
5. Approved Budget Adjustment No. 2018-26 to appropriate \$64,900 to the Community Center account of the Capital Projects Fund for this project.

## **DRAFT**

### **13. ORAL COMMUNICATIONS – PUBLIC**

- Mr. Ricardo Perea, Field Representative, Office of Assemblywoman Sharon Quirk-Silva provided the City Council with information on their current operations and also reported on Assemblywoman Quirk-Silva's upcoming Senior Scam Stopper Seminar, which is scheduled to be held on April 27, 2018.
- Mr. Scott Harrison, Stanton Business Owner, expressed his gratitude to the City for awarding him with the Lifetime Achievement of the Year 2017 award and also expressed his concerns with safety, graffiti, theft, and crime occurring near his business and within Stanton.
- Mr. John Warren, Resident, reported on his attendance at the West Anaheim District Neighborhood Development Council meeting where the Development Council spoke regarding the operations of their historical society.

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

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

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

- Council Member Warren reported that she has noticed that a few businesses along Beach Boulevard have completed upgrades to their businesses and questioned if the City could recognize those businesses at a Wake Up Stanton Event.
- Mayor Pro Tem Ramirez questioned if the City had a policy in place regarding marketing/incentives for movie/commercial filming activities.
- Mayor Shawver spoke regarding designating parts of the City as "historical zones".
- Council Member Ethans reported on the Orange County Vector Control District's West Nile Virus alerts and cases within the City and County of Orange.
- Council Member Donahue reported on the upcoming 17<sup>th</sup> Annual Spring Car Show and Kids Fair, which is scheduled to be held on May 12, 2018.
- Council Member Donahue reported that the Stanton Community Foundation's 2018 Supply Our Schools (SOS) Grants have been completed and stated that applications have been received and teachers have been chosen. Grant recipients will be announced at the May 22, 2018 City Council meeting.
- Mayor Pro Tem Ramirez reported that Irrawaddy Taste of Burma, which is located in the City of Stanton, was featured on Burrous' Bites and is scheduled to air on the KTLA 5 Morning News on Sunday, May 13, 2018.

## **DRAFT**

- Mayor Shawver reported that the Community Services Department recently released the Summer 2018 Community News and Activities Guide.

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

None.

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

Currently Scheduled:

- June 5, 2018 (4:30 p.m.)  
Budget presentation and discussion regarding the Orange County Sheriff's Department contract.

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

- Mayor Shawver expressed his gratitude to Mr. Matthew E. Richardson, City Attorney for his time, efforts, and dedication to the City of Stanton.

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

- City Manager James A. Box announced that Stanton Central Park was awarded the California Parks and Recreation Society, 2018 Hall of Fame Award.
- City Manager James A. Box announced that newly appointment Community Services Manger, Ms. Erin M. Burke will begin her services with the City of Stanton on April 30, 2018.
- City Manager James A. Box reported on the upcoming Orange County Sheriff's Department Medal of Valor Luncheon, which is scheduled to be held on April 27, 2018.

### **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.

Lieutenant Nate Wilson provided the City Council with an update on their current operations.

## DRAFT

18. **ADJOURNMENT** in memory and honor of Ms. Frances Mata  
Motion/Second: Shawver/  
Motion carried at 7:18 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY



## **DRAFT**

### **MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON REGULAR MEETING MAY 8, 2018**

#### **1. CALL TO ORDER / CLOSED SESSION**

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

#### **2. ROLL CALL**

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

Absent: None.

Excused: None.

#### **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: 1

#### **5. CALL TO ORDER / REGULAR CITY COUNCIL MEETING**

The meeting was called to order at 6:35 p.m. by Mayor Shawver.

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. PLEDGE OF ALLEGIANCE**

Led by Fire Division Chief Bill Lockhart, Orange County Fire Authority.

## **DRAFT**

### **7. SPECIAL PRESENTATIONS AND AWARDS**

- 7A.** The City Council presented a proclamation to Fire Division Chief Bill Lockhart, Orange County Fire Authority and declared the week of May 6-12, 2018, as Wildfire Awareness Week in the City of Stanton.
- 7B.** The City Council presented a proclamation to Fire Division Chief Bill Lockhart, Orange County Fire Authority and declared the months of May through October, 2018 as Drowning Prevention Awareness months in the City of Stanton.
- 7C.** Presentation by Mr. Allan Rigg, Public Works Director/City Engineer, regarding the City's Capital Improvement Projects Program.

### **8. CONSENT CALENDAR**

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

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)  
NOES: None  
ABSTAIN: None  
ABSENT: None

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

#### **CONSENT CALENDAR**

- 8A. 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 waived reading of Ordinances and Resolutions.

- 8B. APPROVAL OF WARRANTS**

The City Council approved demand warrants dated April 19, 2018 and April 25, 2018, in the amount of \$547,838.25.

## **DRAFT**

### **8C. RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1**

As part of the annual update to the Lighting and Landscaping District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the 2018-2019 update.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4); and
2. Adopted Resolution No. 2018-15 initiating proceedings and ordering the Engineer's report for the fiscal year 2018-2019 update, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH."**

### **END OF CONSENT CALENDAR**

9. **PUBLIC HEARINGS**           None.

10. **UNFINISHED BUSINESS**           None.

11. **NEW BUSINESS**           None.

### **12. ORAL COMMUNICATIONS – PUBLIC**

- Ms. Julie Armada, representative, Heavenly Culture World Peace, Restoration of Light (HWPL) sharing their mission with the City Council and providing information on their current operations.
- Student representatives, Pacifica High School reported on their attendance at a City Council meeting to earn credit for their Civics Class.

## **DRAFT**

**13. WRITTEN COMMUNICATIONS** None.

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

**14A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS**

- Council Member Donahue reported on the upcoming 17<sup>th</sup> Annual Spring Car Show and Kids Fair, which is scheduled to be held on May 12, 2018.
- Council Member Donahue reported that the Stanton Community Foundation's 2018 Supply Our Schools (SOS) Grants have been completed and stated that applications have been received and teachers have been chosen. Grant recipients will be announced at the May 22, 2018 City Council meeting.
- Lieutenant Nate Wilson, Orange County Sheriff's Department reported on the Orange County Sheriff's Department Medal of Valor Luncheon, which was held on April 27, 2018.
- Council Member Ethans reported on the Orange County Vector Control District's West Nile Virus alerts and cases within the City and County of Orange.

**14B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING**

None.

**14C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION**

Currently Scheduled:

- June 5, 2018 (4:30 p.m.)  
Budget presentation and discussion regarding the Orange County Sheriff's Department contract.

## **DRAFT**

### **14D. MAYOR'S FITNESS CHALLENGE**

At the request of Mayor Shawver, this report provides information related to the Mayor's Fitness Challenge.

Introduction by Mr. Julie S. Roman, Community Services Director.

Staff report by Ms. Erin M. Burke, Community Services Manager.

Motion/Second: Ethans/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared 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. Approved the event and directed staff to proceed with implementation of the program.

### **14E. CITY COUNCIL INITIATED ITEM — PRESENTATION AND UPDATES REGARDING FIREWORKS IN ADVANCE OF THE 4TH OF JULY HOLIDAY**

This item has been agendaized for discussion at the request of Mayor Pro Tem Ramirez.

Staff report by Mr. James J. Wren, Public Safety Services Director.

The City Council questioned staff regarding door hangers being in multiple languages, staffing (City staff / Orange County Sheriff's Deputies), meeting with the Orange County Fire Authority Fire Marshall, working with firework vendors, use of drones, and utilizing specialized apps.

- Mr. Robert Lewis, Resident, spoke regarding his concerns with illegal fireworks and the possibility of a fire due to the discharge of the aforementioned illegal fireworks.

The City Council received and filed the report.

## **DRAFT**

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

None.

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

- City Manager James A. Box expressed his gratitude to Ms. Julie S. Roman, Community Services Director for her service to the City of Stanton and congratulated her on her retirement.
- The City Council expressed their gratitude to Ms. Julie S. Roman, Community Services Director for her service to the City of Stanton and congratulated her on her retirement.
- City Manager James A. Box introduced newly appointed Community Services Manager Ms. Erin M. Burke to the City Council.
- Ms. Erin M. Burke made a brief introduction about herself to the City Council.

Mayor Shawver requested that each student in attendance approach the dais to receive an official Stanton Lapel Pin and to introduce themselves and what they wish to be when they are older to the City Council:

- Chris Nguyen – Software Engineer
- Ne Do - Dermatologist
- Kelly Tran - Neurosurgeon
- Bailey Hitkens – Child Physiologist
- Eric Sanchez - Paralegal
- Jonathan Do - Physiologist
- Spencer Colby – Trade School
- Dylan Muth - Business
- Christian Smith – Clothes Designer
- Efran Zamora – Mechanical Engineer

### **16A. ORANGE COUNTY FIRE AUTHORITY**

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

Fire Division Chief Bill Lockhart provided the City Council with an update on their current operations.

## **DRAFT**

17. **ADJOURNMENT** in memory and honor of Ms. Martha Serna  
Motion/Second: Shawver/  
Motion carried at 7:42 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** June 12, 2018

**SUBJECT: RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF STANTON, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION, REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS**

### **REPORT IN BRIEF:**

The General Election, including Stanton's Municipal Election, will be held on Tuesday, November 6, 2018. It is City policy to consolidate the local election with that of the County of Orange. In order to enable such consolidation, it is necessary to adopt Resolutions calling for the holding of a general municipal election and requesting consolidation. Additionally, it is necessary to adopt a Resolution pertaining to materials prepared by any candidate for a municipal election, including costs of candidate statements.

### **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. City Council adopt Resolution No. 2018-28, Calling for the Holding of a General Municipal Election to be held on November 6, 2018; and
3. City Council adopt Resolution No. 2018-29, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be held on November 6, 2018; and
4. City Council adopt Resolution No. 2018-30, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters.



## **BACKGROUND:**

For each municipal election it is necessary to submit to the County of Orange resolutions calling for the election, requesting consolidation, and adoption of regulations for candidates statements.

Resolution No. 2018-30 regarding regulations for candidate statements pertains only to the November 6, 2018 election. The **estimate** that the City of Stanton should require for a deposit from each candidate for the cost of printing a 200-word candidate statement in compliance with the language provisions of the national Voter Registration Act is \$690.00 (includes electron is candidate statement). The **estimate** that the City of Stanton should require for a deposit from each candidate for the cost of only a requesting an electronic 200-word candidate statement in compliance with the language provisions of the national Voter Registration Act is \$494.55.

## **ANALYSIS/JUSTIFICATION:**

Pursuant to Sections 10400 – 10418 of the Elections Code and the California government Code provisions of law relating to general law cities in the State of California, these resolutions must be adopted to proceed with the General Municipal Election to be held on November 6, 2018.

## **FISCAL IMPACT:**

Costs for the municipal election to be held November 6, 2018 is **estimated** at \$25,000.00. Sufficient funds have been included in the FY 2018-2019 budget for this expense.

## **ENVIRONMENTAL IMPACT:**

None.

## **LEGAL REVIEW:**

The City Attorney has reviewed and approved the accompanying resolutions for form.

## **PUBLIC NOTIFICATION:**

Through the regular agenda process.

## **STRATEGIC PLAN OBJECTIVE ADDRESSED:**

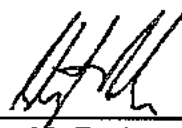
Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared by:



Patricia A. Vazquez  
City Clerk

Concur by:



Stephen M. Parker  
Assistant City Manager

Approved by:



James A. Box  
City Manager

Attachments:

- A. Resolution No. 2018-28
- B. Resolution No. 2018-29
- C. Resolution No. 2018-30

**RESOLUTION NO. 2018-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES**

**WHEREAS**, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 6, 2018 for the election of Municipal Officers; and

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

**SECTION 1:** That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Stanton, California, on Tuesday, November 6, 2018, a General Municipal Election for the purpose of electing a Mayor for the full term of four years; two Members of the City Council, District 1 and District 3 for the full term of four years.

**SECTION 2:** That the ballots to be used at the election shall be in form and content as required by law.

**SECTION 3:** That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 4:** That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

**SECTION 5:** That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 6:** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 7:** That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official County of Orange Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot or in accordance with Election Code Section 15651(b), shall conduct a special runoff election to resolve the

tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative of judicial certification of the election which resulted in a tie vote.

**SECTION 8:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**SECTION 9:** The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, 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. 2018-28 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 June 12, 2018, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

## **RESOLUTION NO. 2018-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE**

**WHEREAS**, the City Council of the City of Stanton called a General Municipal Election to be held on November 6, 2018, for the purpose of the election of a Mayor and two Members of the City Council; and

**WHEREAS**, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the County election department of the County of Orange canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

**SECTION 1:** That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2018, for the purpose of the election of a Mayor for the full term of four years and two Members of the City Council, District 1 and District 3, for the full term of four years.

**SECTION 2:** In accordance with Sections 10002, 10403, and 10418 of the California Elections Code, that the County election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

**SECTION 3:** That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

**SECTION 4:** That the City of Stanton recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

**SECTION 5:** That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County election department of the County of Orange.

**SECTION 6:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, 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. 2018-29 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 June 12, 2018, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

## **RESOLUTION NO. 2018-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018**

**WHEREAS**, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statement.

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

**SECTION 1: GENERAL PROVISIONS.** That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Stanton on November 6, 2018 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form and electronic format (as specified by the City Clerk) in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

### **SECTION 2: FOREIGN LANGUAGE POLICY.**

- A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Orange. The County is required to translate candidate's statements into the following languages: Korean, Spanish, and Vietnamese.
- B. The County will print and mail voter information guides and candidates statements to all voters in Korean, Spanish, and Vietnamese or the County will mail separate voter information guides and candidates statements in Korean, Spanish, and Vietnamese to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

### **SECTION 3: PAYMENT.**

#### **A. Translations:**

1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

#### **B. Printing:**

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter information guide.
2. The candidate shall be required to pay for the cost of an electronic candidates statement if such method is acquired.
3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter information guide.
4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter information guide.
5. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter information guide.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.



**SECTION 4: MISCELLANEOUS.**

- A. All translations shall be provided by professionally-certified, registered or qualified translators/interpreters meeting the criteria of Elections Code Section 13307 (b)(2).
- B. The City Clerk shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous City elections.
- C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relation to elections.

**SECTION 5: ADDITIONAL MATERIALS.** No candidate will be permitted to include additional materials in the voter information guide.

**SECTION 6:** That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

**SECTION 7:** That all previous resolutions establishing council policy on payment for candidates statements are repealed.

**SECTION 8:** That this Resolution shall apply only to the general municipal election to be held on November 6, 2018 and shall then be repealed.

**SECTION 9:** That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, 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. 2018-30 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 June 12, 2018, 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 City Council

**DATE:** June 12, 2018

**SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 6 OF AGREEMENT WITH THE GARDEN GROVE UNIFIED SCHOOL DISTRICT FOR JOINT USE OF SPORTS FIELD AND TRIANGULAR PARCEL OF LAND AT CARVER ELEMENTARY SCHOOL FOR A FIVE (5) YEAR PERIOD**

### **REPORT IN BRIEF:**

In order to continue use of the Norm Ross Sports Field at the Carver Elementary School site it is necessary to approve Contract Amendment No. 6 of the agreement between the City of Stanton and the Garden Grove Unified School District, which will provide joint use of the Norm Ross Sports Field. Agreement will also include usage of a triangular parcel of land for a community garden. The agreement shall be and has been in effect from July 12, 1993 through June 30, 2023.

### **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 Contract Amendment No. 6 of the agreement between the Garden Grove Unified School District and the City of Stanton, for joint use of the Norm Ross Sports Field and community garden site at Carver Elementary School; and
3. Authorize the Mayor to execute the Agreement on the City's behalf.

### **BACKGROUND:**

City Council approved the original Agreement for joint field use between the Garden Grove Unified School District and the City of Stanton, at the City Council meeting of July 12, 1993.

Since that time the following amendments have been approved:

1. Amendment No. 1 at the regular meeting of July 12, 1993.
2. Amendment No. 2 at the regular meeting of June 30, 1998.
3. Amendment No. 3 at the regular meeting of June 30, 2003.
4. Amendment No. 4 at the regular meeting of June 24, 2008.
5. Amendment No. 5 at the regular meeting of May 14, 2013.

Per Council direction, City Staff identified Housing Authority property located at 7455 Katella Avenue as the site to be utilized for a community garden in February 2015. The Community Action Partnership of Orange County (CAPOC) agreed to be the non-profit responsible for operating the site in March 2015, and a lease agreement with CAPOC was signed in April 2015. From June 2015 to present day the site has been operational as a community garden, but, due to an impending sale, City Staff have been working to identify possible relocation sites. It has been determined that a triangular portion of property between the Norm Ross Sports Complex and Carver Elementary School should be utilized as the new community garden site.

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

Amendment No. 5 will expire on June 30, 2018. Amendment No. 6 (Attachment A) will allow the City to use the Norm Ross sports field and community garden site for a five (5) year period.

#### **FISCAL IMPACT:**

The fiscal impact associated with this agreement is that of lighting of the Norm Ross Sports field during evening sporting events. All lighting costs are borne by sports field users. Costs associated with the community garden should be minimal, as CAPOC will be responsible for site improvements, operations and maintenance costs.

#### **ENVIRONMENTAL IMPACT:**

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

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

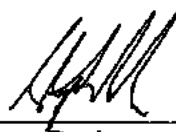
5. Provide a High Quality of Life.

Prepared by:



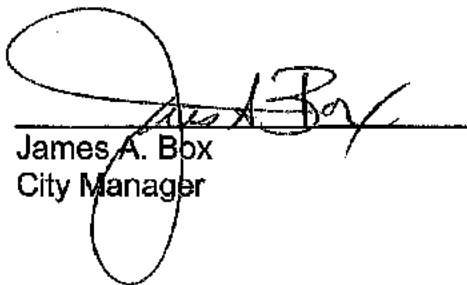
Erin Burke  
Community Services Manager

Reviewed by:



Stephen Parker  
Assistant City Manager

Approved by:



James A. Box  
City Manager

Attachment:

Amendment #6

AMENDMENT #6  
MULTI-PURPOSE RECREATIONAL FACILITY  
CARVER ELEMENTARY SCHOOL

THIS AMENDMENT TO AGREEMENT is made and entered into this 15th day of May, 2018, by and between the CITY OF STANTON, a municipal corporation, hereinafter designated as "CITY", and the GARDEN GROVE UNIFIED SCHOOL DISTRICT, a public school district, hereinafter designated as "DISTRICT".

RECITALS

TERM:

1. The parties hereto previously entered into an agreement dated July 12, 1983 ("Agreement"), concerning a 4.3 acre portion (Exhibit "A" to Agreement) of District's Carver Elementary School, owned by the DISTRICT, and located at 11150 Santa Rosalia Street, in the City of Stanton (the "Property").
2. The parties amended the agreement on July 12, 1993 which extended the term of the agreement for five years each, on June 30, 1998, June 30, 2003, June 30, 2008, and again on June 4, 2013, which extended the term of the agreement an additional five years revising the termination date ending June 30, 2018.
3. It is intended by this Amendment to the Agreement to extend the term another five years commencing on July 1, 2018 and ending June 30, 2023.
4. The California Education Code Section 17051 authorizes the joint exercise by agreement between two or more local public agencies of any power common to them, and both CITY and DISTRICT possess power to establish recreational areas within their jurisdiction.

COMMUNITY GARDEN:

1. CITY desires to establish a community garden for public use on a triangular portion of the Property between the Norm Ross Sports Complex, located at 11111 Cedar St. in Stanton, and the Property depicted in Exhibit 1, as attached hereto and incorporated herein by reference (the "Garden Area"). It is also intended by this Amendment to the Agreement for DISTRICT to allow the CITY or its designee to improve the Garden Area to establish a community garden for public use.

INDEMNIFICATION:

1. Agreement allows for the upward adjustments to the level of liability protection for the term of this and any subsequent agreements for the joint use of said recreational facility.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

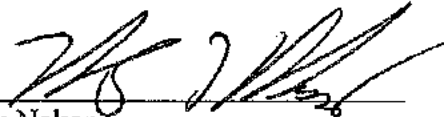
1. DISTRICT and CITY agree that the term of this agreement shall be extended for a period of five years commencing July 1, 2018 and ending June 30, 2023.
2. DISTRICT AND CITY agree that CITY may establish a community garden for public use on the Garden Area. DISTRICT agrees to provide CITY, its employees, officials, agents, representatives, successors, assigns, and designees a perpetual, nonexclusive easement to access in, on, over, across, and under the Garden Area as well as to improve, use, maintain, and repair the Garden Area for public use. CITY and/or its designee shall be solely responsible for making any and all improvements

to establish and maintain such garden, including, without limitation, installing a gate off of Cedar Street, installing irrigation improvements and making any and all other related repairs to the Garden Area.

3. Access to the Garden Area shall only be from the access gate adjacent to the Norm Ross Sports Complex off of Cedar Street. The Garden Area shall not be accessed from Carver Elementary School.
4. The Garden Area's utility costs shall be borne as follows: DISTRICT shall pay for all water utility costs associated with the Garden Area. CITY shall pay for all electric utility costs including, without limitation, lighting, and any other maintenance costs associated with the Garden Area.
5. There shall be no sale of any vegetation grown from the garden activities from the Garden Area without obtaining prior written consent from DISTRICT.
6. Plants that are considered invasive species, including but not limited to sugar cane and bamboo, shall not be planted in the Garden Area.
7. CITY shall have the authority to sublease to, in its sole discretion, a community non-profit organization to use, improve, maintain, and manage the Garden Area. In the event CITY subleases to a community non-profit organization to use, improve, maintain, and manage the Garden Area, CITY shall cause the non-profit organization to indemnify DISTRICT for the organization's use and to add DISTRICT as an additional insured to its insurance policy.

Except as expressly hereinafter amended or previously amended, said agreement between the parties covered by the agreement dated July 12, 1983 shall remain in full force and effect except as modified by this amendment.

**GARDEN GROVE UNIFIED SCHOOL  
DISTRICT**

By:   
Rick Nakano  
Assistant Superintendent, Business Services

Date: May 16, 2018

Board Approved: May 15, 2018

**CITY OF STANTON**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Council Approved: \_\_\_\_\_

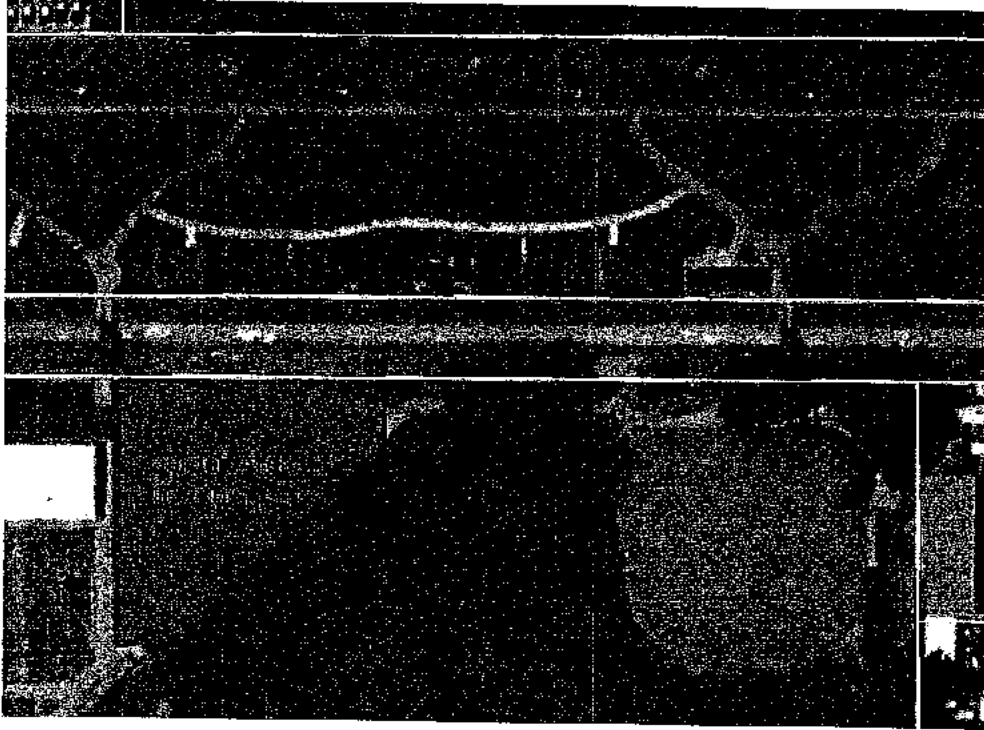
Attest: \_\_\_\_\_  
Patricia A. Vazquez  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Exhibit 1

Community Garden Lease Agreement Exhibit





# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: SELECTION OF FIREWORKS LICENSEES FOR 2018**

### **REPORT IN BRIEF:**

Staff is requesting that the City Council select the licensees for 2018 fireworks sales.

### **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 fireworks licenses for the following groups: Knights of Columbus #6095, Stanton Lighthouse Church, Boys & Girls Club of Stanton, Youth Assistance Foundation of Stanton, XClaimed Ministries and Iglesia De Cristo Ministerios Manantial De Vida.

### **BACKGROUND:**

Chapter 17.04 (Safe and Sane Fireworks) in the Stanton Municipal Code sets forth the requirements for the application and selection procedures to sell State approved ("Safe and Sane") fireworks in the City. As stipulated, non-profit organizations with the principle place of business located within the City may apply for a permit to sell fireworks for the period of July 1st through July 4th. The City Council must review the applications and have the authority to approve up to eight permits each year.

## **ANALYSIS/JUSTIFICATION:**

For this application year, a total of seven applications were submitted, however only six were eligible applicants per the Stanton Municipal Code, as listed below:

- Knights of Columbus #6095
- Stanton Lighthouse Community Church
- Boys & Girls Club of Stanton
- Youth Assistance Foundation of Stanton
- Xclaimed Ministries
- Iglesia De Cristo Ministerios Manantial De Vida

A new non-profit applicant based in the City of Fullerton named Elite Development Academy Inc, submitted a 2018 fireworks permit, but was denied for several reasons. The group's primary location is based in Fullerton and not Stanton. They have an affiliate sub-group called World Wide Soccer, which meets at Stanton Central Park, for practices and games, however they couldn't provide a list of names and addresses of Stanton players.

Moreover, the fireworks application submitted doesn't mention, nor does it provide details on World Wide Soccer and how this organization benefits Stanton residents or its youth and how many of the City's residents' participate in this organization.

After checking the status of this group with the Community Services Department, this organization was not in good standing with the City. They owe \$2000 dollars in user fees and checks submitted have bounced, therefore the account remains delinquent. A letter was sent to Elite Development Academy thanking them for their interest in the City of Stanton, but denying their application based on the above factors. That letter was returned by the US Postal Service as Not Deliverable and Unable to Forward, based on the address they provided. Follow up calls to this organization have not been returned to clarify our findings.

Staff has determined that all six eligible organizations applying for licenses meet the criteria as stipulated in Chapter 17.04 the SMC to conduct fireworks sales.

All applicants have demonstrated that they have adequate insurance coverage, have posted the required \$236.25 permit fee, and prepared a statement describing how their organization benefits the community. Also, all returning applicants for 2018 did submit their 2017 financial statements on time last year.

### ***Selection Procedures***

In accordance with Chapter 17.04 of the SMC, the City Council shall determine the organizations to which licenses would be granted. Such determination must be made at a regular or special meeting of the City Council in accordance with procedures established by

the City Council, and Stanton Municipal Code.

The City Council may choose to approve all non-profit groups as a whole, or if it is the desire of the City Council to vote on each non-profit application individually, the following selection process would be utilized:

- The City Clerk will prepare a series of ballots for use by the City Council.
- Each ballot will contain the names of all pre-qualified community organizations applying for fireworks sales licenses.
- Should the City Council decide to award seven licenses, on the first ballot each Council Member will designate his/her selections for seven organizations to receive licenses and deliver the ballot to the City Clerk.
- The City Clerk will then announce each Councilmember's selection.
- Organizations receiving a majority (3 or more) votes would be deemed selected.

**FISCAL IMPACT:**

Each licensee is required to pay a \$236.25 fee to the City of Stanton for the cost recovery associated with the processing, and licensing, and inspection of the fireworks permits.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

The City Attorney has reviewed staff's report.

**PUBLIC NOTIFICATION:**

Direct correspondence to licensee applicants and through normal agenda posting process.

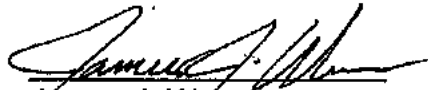
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

5- Provide a High Quality of Life.

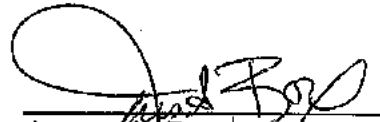
Prepared By:

  
Keith Gifford  
Code Enforcement  
Supervisor

Concurred by:

  
James J. Wren  
Director of Public Safety

Approved by:

  
James A. Box  
City Manager

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: AWARD OF A MAINTENANCE CONTRACT FOR TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE SERVICES BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

The existing traffic signal maintenance contract will expire June 30, 2018. Staff solicited proposals to provide both routine and extraordinary maintenance for the City's Traffic Signal System. Due to the fact that the City of Stanton soon will own a great portion of the street lights, maintenance services for street lights are included as part of the services.

### **RECOMMENDED ACTION:**

1. City Council award a maintenance contract with Bear Electrical Solutions to provide traffic signal & street light maintenance services for a three (3) year period for a maximum contract amount of \$80,000 each year; and
2. Authorize the City Manager to bind the City of Stanton and Bear Electrical Solutions in a contract to provide traffic signal & street light maintenance services.

### **BACKGROUND:**

This maintenance contract consists of a 3-year agreement to provide both routine and extraordinary traffic signal & street light maintenance for all of the city maintained signals and owned street lights throughout the City. The total potential three-year cost is \$637,500. Based on maintenance cost of previous years, staff has determine that the amount budgeted of \$80,000 annually, or \$240,000 over the three years, would be enough to cover the basic maintenance of our signals. The street lights would not be in need of immediate maintenance cost due to the upcoming street light retrofit project on future city owned street lights.

**ANALYSIS/JUSTIFICATION:**

The City is responsible for maintaining 14 signalized intersections throughout the City. Routine preventative maintenance is necessary to keep the City's traffic signal system operational and requires the services of a specialized contractor. The City also owns and operates 9 battery back-up systems, 2 flashing beacons, and 1 signalized crosswalk that require maintenance as well. In addition, numerous times a year unexpected work is necessary to keep the traffic signal system functioning properly. These unexpected work items are classified as extraordinary maintenance and have been included in this contract. Examples of extraordinary maintenance include replacement of LED signal head lamps, replacement of pedestrian LED modules, replacement of city owned street lights, emergency response and numerous other items.

A request for proposals was advertised on the City website on April 5, 2018 and was due back on April 23, 2018. Staff obtained two (2) proposals to provide traffic signal & street light maintenance services. One proposal was from the existing vendor Siemens. After reviewing the proposals, staff has determined Bear Electrical Solutions to be the most qualified consultant to provide these services. Bear Electrical Solutions currently provides traffic signal maintenance services for numerous cities in Orange County. After reviewing their proposed costs, staff found their costs to be lower than the second proposal.

**FISCAL IMPACT:**

Funds for traffic signal maintenance services are available from account 225-3520-604110.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.


**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

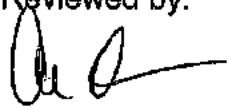
Prepared by:

  
Guillermo Perez  
Associate Engineer

Concur:

  
Stephen Parker  
Assistant City Manager

Reviewed by:

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

Approved by:

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

**ATTACHMENT:**

Professional Services Agreement

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, is made and effective as of June 12, 2018 between the **City of Stanton**, a California Municipal Corporation ("City") and **Bear Electrical Solutions, Inc.**, ("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 1, 2018** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2021** unless sooner terminated pursuant to the provisions of this Agreement. At the City's sole discretion the contract may be extended for two years at the same proposed annual cost.

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.

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 **eighty thousand dollars (\$80,000.00)** annually 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, 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 twenty thousand dollars (\$20,000.00). 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.

(e) Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(e) Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, effective March 1, 2015, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

To Consultant: Bear Electrical Solutions, Inc.  
1341 Archer Street  
Alviso, CA 95002

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement 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 Bear Electrical Solutions, Inc. 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 "B" hereto.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**CITY OF STANTON**

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

**CONSULTANT**

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

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

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

Attest:

\_\_\_\_\_  
Patricia Vazquez, City Clerk

Approved As To Form:

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



## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

Provide Traffic Signal & Street Light Maintenance services as described in the Request for Proposal dated April 5, 2018.



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Traffic Signal & Street Light Maintenance Services**

RFP responses to be received until

**10:00 A.M., April 23, 2018**

In the Office of the Public Works Department

**City of Stanton**

7800 Katella Avenue,  
Stanton, CA 90680-3162

ATTN: Allan Rigg, Director of  
Public Works / City Engineer

Approved for Advertising:

A handwritten signature of Allan Rigg, P.E., written in black ink. The signature is stylized and appears to be "A. Rigg". It is written over a horizontal line.

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

Date Issued: April 5, 2018

# **TABLE OF CONTENTS**

<b>SECTION A.</b>	<b>NOTICE TO CONTRACTORS, GENERAL DESCRIPTION, AND INTRODUCTION</b>
<b>SECTION B.</b>	<b>PROPOSAL REQUIREMENTS</b>
<b>SECTION C.</b>	<b>SAMPLE CONTRACT AGREEMENT</b>
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<b>SECTION E.</b>	<b>SCOPE OF WORK</b>
<b>EXHIBIT "A"</b>	<b>TRAFFIC SIGNAL INVENTORY</b>

## **SECTION A**

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### **CITY OF STANTON, CALIFORNIA**

### **NOTICE TO CONTRACTORS**

SEALED PROPOSALS will be received at the office of the Public Works Department, Engineering Division, Stanton City Hall, 7800 Katella Avenue, Stanton, California 90680 until 10:00 A.M. on the 23<sup>rd</sup> day of May, 2016 for performing work as follows:

#### **ANNUAL MAINTENANCE SERVICES** **FOR CITYWIDE TRAFFIC SIGNALS & STREET LIGHTS** **FISCAL YEAR 2018-2019 THROUGH FISCAL YEAR 2020-2021**

The City of Stanton is requesting proposals from qualified professional contractors to provide citywide traffic signal, intersection safety light, flashing beacon, street lights, non-emergency routine inspections on signals and preventive maintenance; and emergency maintenance services throughout the City. A listing of the City maintained traffic signals are located in Exhibit A.

Proposals must conform to the requirements of this Request for Proposal (RFP), and must be submitted in a sealed envelope, to the Department of Public Works no later than 10:00 a.m., on Monday, April 23, 2018. The maintenance contract is anticipated to be awarded on May 8, 2018. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant.

The successful contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP as well as other requirements to be specified at a later date. By submitting a proposal, the contractor agrees to all of the terms of this RFP.

Description to Work: This work shall consist in part of furnishing all labor, materials, tools, equipment, incidentals as required by the specifications and contract documents for the above stated project. The work to be done hereunder consists of providing Traffic Signal & Street Light Maintenance Services that will include labor, parts and equipment all as specified herein or as customarily necessary to complete the intent of the proposed work.

This is not a Public Works project but rather a Maintenance Services Contract and therefore is not subject to award to the lowest bidder. The award of this contract will be made at the discretion of the City, based on the qualifications, demonstrated experience and the fee proposals submitted by contractors with responsive proposals.

The contract will be for a period of three (3) Fiscal Years with renewal on a year-by-year basis for an additional two (2) years at the sole discretion of the City. Unless otherwise

directed by the City Council, the City Engineer may renew the contract based on the Contractor's overall performance, and upon renewal of all bonds and insurance certificate(s).

In conformance with Section 37931 of the Government Code, all proposals shall be presented under sealed cover on the proposal form provided.

A Faithful Performance Bond in the amount of one-hundred percent (100%) of the Contract Price and a Labor and Materials Bond in the amount of one-hundred percent (100%) of the Contract Price in the form attached to the contract documents shall be provided. Said bonds shall be issued by a surety company duly authorized to issue such bonds in the State of California. Prior to execution of contract, Contractor shall provide City with insurance certificate(s) with additional endorsements evidencing commercial general liability and automobile liability insurance as prescribed in the contract, with a company of A.M. Best's Key Rating of Grade A and Class VII (seven) with an Admitted Insurer, or Grade A- or better and Class X (ten) or better with a Surplus Line Broker. Workers' compensation insurance with a company of A.M. Best's Key Rating of Grade B- or better and Class VII (seven) or better, or offered by State Compensation Fund is acceptable.

Additionally, the Contractor shall concurrently submit, with the bonds and insurance certificate(s) with endorsements, a certified copy of the most recent Certificate of Authority issued to the bonding companies by the California Insurance Commissioner.

Contractor shall provide to the City within ten (10) working days after the date of notice of award of contract the aforementioned insurance certificate(s) with endorsements and certificate of authority, which must meet the requirements of the specifications and comply with the contract documents. Failure to comply with this requirement will result in annulment of the award and City will pursue award to the next qualified responsive Contractor. Contractor is advised that insurance requirements are non-negotiable and City will not consider waiving insurance requirements. There are no exceptions.

The City of Stanton hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex or religion in any consideration leading to the award of contract.

The City of Stanton reserves the right to reject any or all proposals, and/or to waive any informality on a proposal. No Contractor may withdraw his proposal for a period of sixty (60) days after the date set for the opening thereof. Prior to proposal opening Contractor may withdraw his proposal. Proposals received after the opening time and date specified herein will be returned to Contractor unopened.

In the case of joint ventures, each person comprising the joint venture shall have a Contractor's license at the time of the bid. (Business and Professions Code Section 7028.15(c)). However, the joint venture itself must have a "joint venture license" not later than the time of the award of contract. (Business and Professions Code Section

7029.1).

A Contractor who is not properly licensed will have his bid declared nonresponsive. (Business and Professions Code Section 7028.15(e)).

The City of Stanton has obtained from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed and a copy of the same is on file in the office of the City Engineer. Not less than said prevailing rates shall be paid the workers employed on this contract as required by Labor Code Sections 1771 and 1774 of the State of California.

### **SELECTION CRITERIA**

The proposals will be evaluated on the following factors, but may not be limited to just these factors:

#### **Staffing Capabilities / Technical Competence**

City's evaluation of the contractor's competence, professional qualifications, references, experience outlined in the Traffic Signal & Street Lights Maintenance Service Questionnaire and proof of State Contractor's License A and C-10.

Extensive knowledge and background with performing traffic signal and street lights maintenance services within Orange County is desirable. The firm should have direct experience and knowledge of all regulatory agencies.

Commitment by Contractor to supply necessary equipment, materials and personnel to fulfill the contract specifications.

Contractor's ability to provide the required bonds, insurance certificate(s)/endorsements and financial statements.

#### **Past Performance Record**

Experience in completion of projects of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.

#### **Approach to Work**

Methodology to be implemented to address and coordinate the various elements within the program.

#### **Cost Control**

Demonstrated ability to provide innovative and reliable solutions using available City resources.

The City's final selection criteria for award of contract will be based on, but not limited to

the following analysis:

## **SELECTION PROCESS**

Selection of the consultant will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5. Stating that selection of professional services is made on the basis of competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the consultant is complete.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract.

Proposals that meet the criteria of this RFP will be reviewed by a panel. The Department may conduct oral interviews. The selected firms will be notified, in advance, of the time and place for the oral interviews. Consultants will also be advised of additional information, if any, to be submitted at the oral interviews. Failure to appear at the interview will be considered non-responsive and the firm will be eliminated from any further consideration. Upon completion of the oral interviews, the City of Stanton will select the top ranked consultant deemed to be most qualified.

The successful consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within said ten (10) days shall be just cause for the City to contract with the next responsible consultant.

## **SUBMISSION DEADLINE**

In order to be considered, the Consultant must submit **four (4)** responses to the RFP to the following office:

*Attention:* Allan Rigg, PE AICP  
Director of Public Works / City Engineer  
City of Stanton  
Department of Public Works  
7800 Katella Avenue  
Stanton CA 90680-3162

The proposal must be received at the above office no later than the date listed on the

cover.

There is no expressed or implied obligation for City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or propriety will be ineffective and will be disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly, and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the City.

#### **REQUEST FOR ADDITIONAL INFORMATION**

To receive any written responses to Requests for Information or other addenda issued by the City to be made a part of this Request for Proposal prior to the submittal date please e-mail contact information to:

arigg@ci.stanton.ca.us  
Re: Traffic Signal Maintenance Services

#### **TAXES AND LICENSES**

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this project shall be obtained at the sole expense of the consultant.

#### **INSURANCE**

Before the City executes a contract, the selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits no less than \$1,000,000 per accident and Comprehensive Professional Liability Insurance or General Liability Insurance with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.





## SECTION D

### GENERAL PROVISIONS

#### STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the most recent edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 3055 Overland Avenue, Los Angeles, California 90034, telephone (310) 202-7775 or (888) BNI-BOOK (264-2665) or BNI located at 1612 S. Clementine Street, Anaheim, CA 92802 (714) 517-0970.

The Standard Specifications set forth above will control the general provisions, for the contract except as amended by the special provisions, or other contract documents.

All traffic signal work including materials and construction methods shall be performed in accordance with the most recent edition of the Standard Plans and the Standard Specifications for the State of California, Department of Transportation, the California Supplement to the Manual of Uniform Traffic Control Devices, and the most recent City of Stanton Standard Plans.

The section numbers of the following General Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In the case of conflict between the Standard Specifications and these General Provisions, these General Provisions shall take precedence over, and be used in lieu of the conflicting portion.

#### SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

##### 1-2 DEFINITIONS

A.	Agency/City	-	City of Stanton
	Board	-	City Council
	Caltrans	-	California Department of Transportation
	County	-	Orange County Public Works (OCPW)
	Engineer	-	City Engineer
	Federal	-	United States of America
	Laboratory	-	The designated laboratory authorized by the City of Stanton to test materials and work

involved in the contract

- B. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- C. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.
- D. The use of words "his" or "him" shall be construed to mean either gender, as appropriate.

## **SECTION 2 - SCOPE AND CONTROL OF THE WORK**

### **2-1 AWARD AND EXECUTION OF CONTRACT**

#### **MINIMUM QUALIFICATIONS**

Consideration will be given to a responsible, responsive Contractor who complies with all the requirements prescribed herein, and who has accurately completed the Qualification Statement to the satisfaction of the City of Stanton.

#### **IRREGULAR PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed Proposal Forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

#### **DISQUALIFICATION OF CONTRACTOR**

In the event that any Contractor acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the Contractor will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one Contractor, and while doing so, may also submit a formal proposal as a prime Contractor.

#### **LENGTH OF CONTRACT**

After June 30, 2021 this contract shall be renewable each year through June 30, 2024, based upon funding and performance. Each contract renewal is subject to approval by the Engineer and is contingent upon availability of funding and successful work by the Contractor as determined by the Engineer. All contract renewals must be approved in writing by the Engineer.



## UNIT PRICES

Contracted unit prices are subject to annual review effective on July 1 of each year to reflect a not-to-exceed Consumer Price Index (CPI) change in cost. The first rate adjustment, if approved by the Engineer, will be effective July 1, 2019. The rates may be adjusted each year on July 1, at the sole discretion of the Engineer, and upon written request for an increase from Contractor one-hundred fifty (150) days prior to July 1 of each year, all based upon the percentage change in the CPI for All Urban Consumers for the Los Angeles-Riverside-Orange County Metropolitan Area ("Index") published by the United States Department of Labor, Bureau of Statistics for the preceding year (December to December) calculated to the nearest one cent. The Index published more immediately preceding the effective adjustment date is to be used in determining the amount of adjustment. If the Index has changed from the previous Index basis, the unit prices for the following year of the term of the contract shall be set, if approved by the City, by multiplying the previous unit prices by a ratio, the numerator being the new Index value and the denominator being the previous Index value. The Index value for the beginning of the original contract term shall be the Index in effect at the time of the proposal. If only a portion of a unit price changes, that portion alone shall be adjusted by the ratio. The portion of the total unit price to be adjusted shall be determined by the Engineer based on documentation submitted by the Contractor. The same method of adjustment shall apply to all future renewal years.

## AWARD OF CONTRACT

- A. It is the intention of the City of Stanton to award this contract to the most qualified and competent Contractor who meets the City's goals and requirements. Cost is a major factor but not the sole consideration.
- B. Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency.

Contract Agreement

Faithful Performance Bond

Labor and Materials Payment Bond

Public Liability and Property Damage Insurance Certificate(s) and endorsements

Compensation Insurance Certificate and endorsements

Certified copy of Certificate of Authority, from the California Insurance Commissioner, issued to the bonding companies.

Proof of valid Contractor's License(s)

- C. Contractor shall provide to the City within ten (10) working days after the date of notice of award of contract the aforementioned insurance

certificate(s) with endorsements, which must meet the requirements of the specifications and comply with the contract documents. Failure to comply with this requirement will result in annulment of the award, forfeiture of the proposal guarantee and City will pursue award to the next qualified responsive Contractor. Contractor is advised that insurance requirements are non-negotiable and City will not consider waiving insurance requirements. There are no exceptions.

- D. The Contract Agreement shall not be considered binding upon Agency until executed by the Authorized Agency officials. No contract will be executed unless the Contractor is licensed in accordance with the provisions of the State Business and Professions Code.
- E. The successful Contractor, prior to award of the contract by Agency, shall present his or her Contractor's pocket license or certificate of licensure and provide signed statement which swears, under penalty of perjury, that the pocket license or certificate of licensure presented is his or hers, is current and valid and is in a classification appropriate to the work to be undertaken. Format of this statement is shown on the last page of this Section.
- F. A corporation to which an award is made may be required, before the Contract Agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

#### ASSIGNMENT OF CONTRACT

Contractor shall under no circumstances assign this contract to another party without the express consent of the City Council.

#### CONTRACTOR IS AN INDEPENDENT CONTRACTOR:

- A. The Contractor shall act under the contract as an Independent Contractor through the City of Stanton and will not be an agent, or employee of the City.
- B. The Contractor shall not represent or otherwise hold out itself, or any of its subcontractors, directors, officers, partners, employees or agents, to be an agent or employee of the City.
- C. The Contractor shall indemnify and otherwise hold harmless the City, its officials, officers, directors, employees, agents and other representatives,

from all liability loss or damage (including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property cause, or claims to have been caused, by acts or omissions of the Contractor, or of any of its subcontractors, directors, officers, partners, employees, or agents in the course of, or in connection with, the Contractor's performance under this contract.

- D. The parties agree to cooperate fully in the resolution of any claims for such liability, loss or damage.

## **2-3 SUBCONTRACTORS**

A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with the City before the subcontractor begins work. Each subcontract shall contain a reference to this Agreement between the City and the Contractor, and the terms of that Agreement between the City and the Contractor and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontractor shall provide for its annulment by the Contractor at the order of the City, if, in the City's opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work. Nothing herein contained shall create any contractual relation between any subcontractor and the City or relieve the Contractor of any liability or obligation there under.

## **2-4 CONTRACT BONDS**

Both a Faithful Performance Bond in the amount of one-hundred percent (100%) of the Contract Price and a Labor and Materials Bond in the amount of one-hundred percent (100%) of the Contract Price in the form attached to the contract documents shall be provided. Bonds shall be of the form attached to Section C and secured from a surety company duly authorized to issue such bonds in the State of California and shall be subject to the approval and acceptance of the City Council and City Attorney. The Faithful Performance Bond and the Labor and Materials Payment Bond shall remain in force for the life of the contract.

Additionally, the Contractor shall concurrently submit, with the bonds, a certified copy of the most recent Certificate of Authority issued to the bonding company by the California Insurance Commissioner. All costs and premiums shall be paid by the Contractor.



## **2-5 SPECIFICATIONS**

### **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the contract is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, or find discrepancies in, or omissions from, the specifications, he/she may submit to the Engineer of said Agency a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents. The Contractor shall save harmless the City of Stanton from any loss or damage as a result of his intentional failure to report any error, omission or conflicting procedure.

## **SECTION 3 CHANGES IN WORK**

### **3-3 ADDITIONAL WORK**

- A. The Engineer may, at his/her discretion, authorize the Contractor to perform additional work. Additional work shall be defined as work not included in the Contract Agreement, and is above and beyond the "Extraordinary Maintenance" items listed in the Contract Agreement.
- B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without written authorization from the Engineer, or his/her delegated agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Engineer may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Engineer for approval.
- C. All additional work shall commence on the specified date established and shall diligently proceed upon completion.
- D. Upon completion of the additional work the Engineer, or his/her delegated agent, shall be notified so that the work may be verified.



- E. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials. The Contractor's invoice shall be subject to audit and review by the Engineer prior to payment.

The City of Stanton reserves the right to repair and/or contract with a third party to perform such additional work.

### 3-3.2.3 – MARKUP FOR ADDITIONAL WORK

- (a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor .....	15%
2) Materials.....	15%
3) Equipment Rental.....	15%
4) Other Items and Expenditures.....	15%

The sum of the costs and markups provided for in this subsection, shall include compensation for bonding.

- (b) **Work by Subcontractor.** When all or any part of the additional work is performed by a Subcontractor, the markup established in 3-3.2.3 (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

### 6-2 PROSECUTION OF WORK

- A. The Contractor shall maintain all work under this contract from the date of the Notice to Proceed through termination of contract.
- B. The Notice to Proceed shall be authorized by the Engineer, after the execution of the Contract by the City Council.
- C. The Contract is subject to extension or termination as described herein.
- D. Performance Deficiencies
1. Failure of the Contractor to provide services per contract specifications shall be documented by the Engineer as a performance deficiency.

2. If the Engineer determines that there are deficiencies in the performance of this Agreement, the Engineer will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be determined by the Engineer, to correct the specified deficiencies.
3. The Contractor shall be notified both verbally and in writing each time Contractor's performance is unsatisfactory and corrective action is necessary.
4. Should the Contractor fail to correct any deficiencies within the stated time frame, the Engineer may exercise the following measures:
  - a. Deduct from the Contractor's payment the amount necessary to correct the deficiency.
  - b. Withhold the entire or partial payment.
  - c. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead and administrative costs.
  - d. Deduct from the Contractor's payment the amount calculated from the weekly check lists that have not been performed.
5. If deficiencies continue to occur, notice to terminate this contract will be given to the Contractor by the City thirty (30) days prior to the effective date of the termination.

#### 6-4 DEFAULT BY CONTRACTOR

- A. In the case of default by the Contractor, the City of Stanton may procure the service from other sources and if the cost is higher, the Contractor will be held responsible to pay the City of Stanton the difference between the price agreement cost and the price paid.
- B. The prices paid by the City of Stanton shall be the prevailing market price at the time such purchase is made.
- C. This is in addition to any other remedies available under law.



## 6-5 TERMINATION OF CONTRACT

The City reserves the right to terminate this contract at any time, with or without cause, upon thirty (30) days written notice to the Contractor, except where termination is due to the fault of the Contractor and constitutes an immediate danger to the health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, the Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Engineer. The Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Engineer thereafter.

In the event of termination, the bonds required shall remain in effect for twelve (12) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed, and that any vendors or laborers will be paid.

## 6-7 WORK SCHEDULE

### 6-7.2 Working Days

The City of Stanton has implemented a 4/10-work schedule.

City Hall Offices are currently open from 7:00 a.m. to 6:00 p.m. Monday through Thursday.

The Contractor's activities shall normally be scheduled between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

### 7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

A noise level limit of 96 dBA at a distance of fifty feet (50') shall apply to all construction/maintenance equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

### 7-2 LABOR

#### LABOR STRIKE

- A. It shall be the responsibility of the Contractor to provide continuous maintenance services without interruption of traffic signals in the City.

- B. In case of any labor strikes, the Contractor shall provide other means, at his/her own cost, to provide a comparable continuous service as if there were no strike.

Failing to do so will cause the City to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

#### 7-2.2 Laws

Legal Relations and Responsibility. The Contractor shall defend, indemnify and save harmless the City and each of its officers and employees and agents from all claims, suits or actions of every name, kind and description, including potential claims and suits, with respect to the failure, neglect or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the contract. This defense and indemnification by Contractor shall specifically include all costs of defense which may be incurred by City or its employees, officers, or agents with respect to such claim or suit. Such costs, expenses, and damages shall include all costs incurred by the City, or its employees, officers or agents to defend against any claims, stop notices or lawsuits based thereon in which any of them is made a party.

Neither the City, nor any of its officers or dependents shall be personally responsible for any liability arising under this contract.

Subsistence Pay. Section 1773.8 of the Labor Code of the State of California, regarding the payment of travel and subsistence payments, is applicable to this contract.

Responsibility for Damage and Loss. The Contractor shall assume the defense of, and save harmless, the City of Stanton and its officers and agents from all claims of any kind arising from his own negligence or that of his agents in the performance of the contract.

Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Payroll Records. Attention is directed to provisions in the Labor Code Section 1776 which requires each Contractor and subcontractor to keep accurate payroll records regarding wages paid to journeymen, apprentices, workers, or other employees. The Contractor and subcontractor under him shall comply with the requirements of this

Section.

Employment of Apprentices. Attention is directed to the provisions of Section 1777.5, Chapter 1411, Statutes of 1968 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor of any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

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

### 7-3 LIABILITY INSURANCE

Public Liability and Property Damages. Contractor shall take out and maintain during the life of the contract, commercial general liability, automobile liability and worker's compensation insurance. The amount of the commercial general liability and automobile insurance shall not be less than the following:

**Single limit coverage applying to bodily and personal injury liability and property damage: \$2,000,000.00.**

The following insurer endorsements are required if not part of the policy:

1. The City of Stanton, its elective and appointive boards, officers, agents and employees named as additional insureds in the policy as to the work being performed under the contract;
2. The coverage is primary and no other insurance carried by the City of Stanton will be called upon to contribute to a loss under this coverage;
3. The policy covers blanket contractual liability;
4. The policy limits or liability are provided on an occurrence basis;
5. The policy covers broad form property damage liability;
6. The policy covers personal injury as well as bodily injury liability;
7. The policy covers explosion, collapse, and underground hazards;
8. The policy covers products and completed operations;

9. The policy covers use of non-owner automobiles; and
10. The coverage shall not be cancelled or terminated altered unless thirty (30) days written notice is given to the City of Stanton.
11. Insurers shall be authorized to do business in the State by the Department of Insurance and shall meet the following qualifications:

A.M. Best's Key Rating of Grade A and Class VII (seven) (if an Admitted Insurer), and Grade A- or better and Class X (ten) or better (if offered by a Surplus Line Broker), is acceptable. Workers' compensation insurance rated Grade B- or better and Class VII (seven) or better, or offered by the State Compensation Fund, is acceptable.
12. The workers' compensation and employer's liability insurance policies shall contain a waiver of subrogation in favor of the City.

Contractor shall provide to the City within ten (10) working days after the date of notice of award of the contract evidence of the aforementioned insurance with insurer endorsements, which must meet the requirements of this Article. An Accord Certificate will be accepted solely as evidence of the name of the insurers and the amounts of insurance. Failure to comply with these requirements will result in annulment of the award, forfeiture of the proposal guarantee, and the City will pursue award to the next qualified responsive Contractor. Contractor is advised that insurance requirements are non-negotiable and City will not consider waiving insurance requirements. There are no exceptions.

#### **7-5 PERMITS**

A City of Stanton business license shall be obtained by the Contractor, at his/her expense, prior to starting work. Subcontractors working for the general Contractor for this project will be required to have a business license while working on this project.

A no fee City of Stanton Encroachment Permit shall be obtained by the Contractor prior to starting work.

#### **7-7 COOPERATION AND COLLATERAL WORK**

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others.

The Contractor shall include in its proposal all costs involved as a result of coordinating

its work with others. The Contractor will not be entitled to additional compensation from the City for damages resulting from such simultaneous, collateral, and essential work per Section 7-7 of the Standard Specifications of Public Works Construction ("Greenbook").

## 7-8 PROJECT SITE MAINTENANCE

### 7-8.1 CLEAN UP AND DUST CONTROL

This work shall consist of furnishing and applying water as required and as may be directed by the Engineer to control dust which is the result of the Contractor's operations. In addition, this work shall consist of sweeping and washing dirt and dust from streets and/or sidewalks adjacent to the project if said dirt and/or dust is a result of the Contractor's operations. The Contractor shall also clean adjacent streets by washing or power brooming, as directed by the Engineer, of any excavated or removed material which may have been spilled, tracked or blown onto adjacent streets or areas. In no case will the Contractor allow anything other than clean water to flow into the storm drain system.

All USA/utility markings shall be removed from all concrete, asphalt concrete, sidewalk, curb and gutter, etc. at the end of the project.

### 7-8.8 RECYCLING/DISPOSAL OF CONSTRUCTION DEBRIS

This work shall consist of loading, hauling, recycling and legally disposing of all construction debris, removed paving and vegetation materials. The Contractor is required to salvage and recycle at least 50% of all construction related waste and shall submit a CIP Waste Reduction and Recycling Plan identifying the amount and types of waste created by the project and compliance with this diversion requirement. In addition, the Contractor shall properly document in writing to the City the amounts and types of all construction waste actually salvaged, recycled and disposed, all in compliance with the diversion, planning and reporting requirements contained in City Code Section 4351 et al. The Contractor shall use only City approved recycling facilities.

The Contractor shall coordinate the removal from the site of all structures, foundations, paving, vegetation and any associated debris from the site.

The Applicant/Contractor is required to submit a CIP Waste Reduction and Recycling Plan to the Public Works Department utilizing the CIP Waste Reduction and Recycling Plan, and obtain approval from the Public Works Department prior to the issuance of a Notice to Proceed. The CIP Waste Reduction and Recycling Plan shall demonstrate recovery and recycling of at least 50% of the total waste generated by the project and

shall consist of the following components:

- An estimate of the total amount of waste to be generated for the entire duration of the project; and
- An estimate of the total amount of recyclable materials generated by the project, identified by recyclable material type; and
- Identification of recyclable material processing methods and facilities which will be utilized to achieve the 50% recycling requirement; and
- Contractor shall be required to use only City approved recycling facilities.

Prior to the issuance of a Notice of Completion, a CIP Waste Reduction and Recycling Report (WRRP) Final Project Report shall be submitted to the Public Works Department utilizing the CIP WRRP Final Project Report, documenting compliance with efforts to achieve the 50% diversion requirement. The CIP WRRP Final Project Report shall identify actual quantities and types of materials recycled or disposed during the project and shall include weight tickets, receipts and other documentation supporting these efforts. The Notice of Completion will not be approved until the CIP WRRP Final Project Report is approved by the Public Works Department.

Payment for disposal of construction debris shall be considered included in the contract unit prices paid for other items of work and shall be considered incidental for accomplishing this work, as specified herein and no additional compensation will be allowed. City fees related to City Code Section 4351, et al will be waived.

The Contractor is required to utilize the services of the City's current franchise hauler for the disposal of all construction debris and to utilize County of Orange (County) landfills for disposal of all refuse and debris. County landfills are subject to closure at any time when daily disposal tonnage limits are exceeded. The Contractor has the sole obligation to determine the availability of County landfills for disposal of any refuse and demolition or construction debris. The City will not be responsible for any costs associated with project delays due to the closure of County landfills.

#### **7-10 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall so conduct his/her operation as to cause the least possible obstruction and inconvenience to public traffic.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with the current State of California "Manual of Uniform Traffic Control Devices" (MUTCD), or as may be deemed necessary by the Engineer to

give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof. The Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times.

#### **7-10.4.1 SAFETY ORDERS**

Pursuant to Public Contracts Code Section 7104, on any public works contracts involving the digging of trenches or other excavations deeper than four feet the Contractor shall promptly notify the City in writing if any of the following conditions are encountered:

1. Material the Contractor believes may constitute a hazardous waste, as defined in Health and Safety Code Section 25117 and that is required to be removed to a Class I, II or III disposal site.
2. Subsurface or latent physical conditions at the site differing from those indicated in the contract.
3. Unusual physical conditions at the site which differ materially from those ordinarily encountered and generally recognized as inherent in the type of work provided in this contract.

#### **7-11 PATENT, FEES OR ROYALTIES**

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on, or incorporated in the work.

#### **7-15 PAYROLL RECORDS**

- A. Weekly certified payroll records must be submitted to the Agency. Progress payments will be withheld pending receipt of any outstanding reports.
- B. Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.
- C. The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.
- D. Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel

and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining Agreements filed with the Department of Industrial Relations.

#### **7-16 NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by facsimile followed by mailing of said notice.

Any notice, demand, request, consent, approval or communication that either party desires, or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address.

Notice shall be deemed communicated two (2) City working days from the time of mailing if mailed as provided in this paragraph.

Address for notification:                      City of Stanton  
Public Works Department/Engineering Division  
7800 Katella Avenue  
Stanton, CA 90680  
Fax No. 714-890.1443

### **SECTION 9 MEASUREMENT AND PAYMENT**

#### **9-3 PAYMENT**

- A. The Contractor will be paid monthly for satisfactory work performed under this contract.
- B. On or about the first of each month, the Contractor shall submit a detailed invoice and all reports required in the Agreement for work performed in the prior month.
  - 1. This invoice shall be in accordance with the contract price and shall become the basis for payment.
  - 2. This invoice shall be subject to review and approval by the Engineer.
  - 3. All submitted invoices will be paid within 30 days of approval by the Engineer.





4. Any charges in the invoice not approved by the Engineer shall not be paid by the City.

**PAYMENTS WITHHELD**

The City may withhold entire or partial payment for reasons as follows:

1. Work required by the specifications that is defective, incomplete or not performed.
2. Claims against the City that are filed or reasonable evidence indicating probable filing of such claims.
3. Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor.
4. A reasonable doubt that the Contractor will not complete its required performance for the remaining balance of the term of the contract.
5. Reports, logs or written documentation required of the Contractor to be delivered to the Engineer which are incomplete or not performed.

**CONTRACTOR'S LICENSING STATEMENT TO BE PROVIDED BY SUCCESSFUL CONTRACTOR PRIOR TO AWARD OF CONTRACT**

The undersigned Contractor or Corporate Officer, declares under penalty of perjury that the attached copy of the Contractor's pocket license or certificate of licensure is Contractor's, is current and valid, and is in a classification as required by the project specifications and appropriate to the work to be undertaken for this project.

**PROJECT: ANNUAL MAINTENANCE SERVICES  
FOR CITYWIDE TRAFFIC SIGNALS & STREET LIGHTS  
FISCAL YEAR 2018-2019 THROUGH FISCAL YEAR 2020-2021**

**NAME OF CONTRACTOR:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Note:** Attach proper Notary Acknowledgment for signature of authorized person.  
(Use copy of blank form provided in Section B.)



## **SECTION E**

# **SCOPE OF WORK**

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### **1. GENERAL**

The work to be done, in general, consists of routine preventative maintenance, extraordinary maintenance, and additional maintenance of street lights and traffic signal systems for locations that are the responsibility of the City of Stanton in accordance with this Scope of Work. The Contractor is to furnish all tools, equipment apparatus, facilities, labor services and material, and perform all work necessary to maintain in a good and workmanlike manner traffic signal, flashing beacon, street light and signalized crosswalk facilities at the locations shown on the attached Exhibit "A" of this Scope of Work and made a part hereof. The Contractor shall provide a photo log and written inventory of all maintenance items. The various locations shown in Exhibit "A" may change as provided for in this Scope of Work.

Contractor's performance under this Agreement shall be at the highest level promulgated in the industry. Full compensation for conforming to the requirements in this Scope of Work shall be included in the unit prices as listed in Contract Agreement. Additional work items not listed in Contract Agreement, shall be performed at the labor and equipment rates approved by the Engineer.

### **2. STANDARD SPECIFICATIONS**

All work shall be performed in accordance with "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (Green Book), latest edition, including any supplements, hereinafter referred to as 'Standard Specifications' and in accordance with this Scope of Work. Traffic striping, pavement markers, signing, construction signing, and traffic signals shall be in accordance with "STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS," latest edition, hereinafter referred to as "Caltrans Specifications", and this Scope of Work.

In case of conflict between the Standard Specifications, Caltrans Specifications, and this Scope of Work, this Scope of Work shall take precedence.

All services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by Contractors in similar circumstances in accordance with sound professional practices.

All work performed or equipment or parts supplied by contractor shall be subject to the



inspection and approval of the Engineer, or his authorized representative. Failure to pass inspection on any maintenance, repair and/or service item will result in non-payment for that item until such time as the contractor can present the item to the City in acceptable form. All identified City facilities per this agreement shall be regularly patrolled by contractor or his representative.

### **3. PERSONNEL**

The Contractor shall provide at least two (2) full-time signal maintenance technicians for this contract. At a minimum, these technicians shall have certification of Level II or higher as a Traffic Signal Technician from the International Municipal Signal Association (IMSA) and State mandated National Electrical Contractors (NEC) certification. Skilled laborers can make hardware repairs under the direct supervision of the technician. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If appropriate, the Contractor shall replace any personnel assigned to the City whose performance is considered unacceptable by the City or the standards established per the proposal.

The Contractor shall have adequate personnel and facilities to perform inspection of new equipment. When requested by the City, the Contractor may be required to assist in the field inspection of new installations.

Prior to commencement of contract, Contractor shall provide a list of employees potentially working on the City's signals, which indicates their level of certifications and job classifications. The Contractor shall update employee lists annually or as personnel changes. IMSA and NEC certifications by employees must be held in good standing and shall be maintained current throughout the entire duration of the contract.

### **4. EQUIPMENT**

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, traffic control, skilled labor services and materials, etc., to perform all work necessary to maintain in good working order all traffic signal facilities and safety lighting at the locations defined in this Scope of Work. All work performed or equipment, parts, or materials supplied shall be subject to the inspection and approval of the Engineer or his designated representative.

The Contractor's service trucks shall be equipped with spare parts sufficient to place the signal system back in operation for ordinary trouble calls, including sensing devices for induction loop detectors. The Contractor shall have on-hand at least one (1) spare Econolite System Controller (ASC/2S-2100), one (1) spare (ASC/3-2100), and one (1) conflict monitor for every twenty-five (25) intersections. In the event of a controller malfunction, the original controller shall be returned to service within 10 working days,



or an approved replacement controller installed.

No permanent or temporary change of controller mechanisms shall be done without prior approval of the City except in case of an emergency. In the event a change is necessary to respond to an emergency, the Contractor shall notify the City by telephone and by e-mail immediately that the equipment was removed and replaced with approved spare equipment.

The Contractor shall have available adequate, skilled personnel and proper laboratory testing facilities to perform inspection of controller mechanisms, including traffic signal controllers, conflict monitors, controller cabinets, auxiliary equipment and traffic control appurtenances. All testing shall conform to the current NEMA Specifications TS-1 and Section 86-2.14, "Testing", of the Caltrans Standard Specifications. Copy of laboratory reports showing repairs to traffic control equipment shall be submitted to the City on an annual basis.

## **5. ADDITIONS AND DELETIONS TO THE SYSTEM**

Contractor shall maintain additional traffic signals and appurtenant devices as they are installed or become part of the maintenance requirements immediately upon written notification by the Engineer. Such additional signals shall be maintained at the same unit price as specified in Contract Agreement. In the event that maintenance of a new signal commences at other than the beginning of the monthly period, the unit rate for routine preventative maintenance services shall be prorated from the date maintenance commences.

The City may, at its sole discretion, eliminate signals from this contract. The Contractor shall be notified of such deletions in writing. Such deleted signals shall decrease the invoice at the same unit price as specified in Contract Agreement. In the event that maintenance of a new signal cease at other than the beginning of the monthly period, the unit rate for routine preventative maintenance services shall be prorated from the date the Contractor was notified.

## **6. REQUEST FOR SERVICE OUTSIDE OF NORMAL HOURS**

Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, fax, e-mail, written correspondence or other means for reporting signal related problems, damages, and emergencies. Contractor shall maintain a local or toll-free telephone number where the Contractor can be reached 24-hours per day, seven days per week, and 365 days per year, in order to effectively address and respond to both routine and emergency service requests. The telephone number is to be made available to the Engineer or his representative, and the Stanton Police Department. All requests shall be addressed by an appropriate timely response as outlined in this Scope of Work.

## **7. RESPONSE CRITERIA FOR EMERGENCY AND ROUTINE SERVICES**

The Contractor will need to ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the signal location **within one (1) hour of first notification**. Failure to respond to emergency situations within the one (1) hour timeframe may result in the termination of this contract. Routine requests shall be responded to within 24 hours of first notification unless other arrangements are agreed upon by the City.

The following events shall establish an emergency condition and the following action shall be taken:

**Events:** Failure or malfunction of the traffic signal system, or interruption of normal signal operations so as to create a public hazard. This may be caused by damage from vehicle collisions or accidents, acts of nature, civil disorder, malicious mischief, vandalism, or actions of other contractors or utility companies.

**Actions:** Under these conditions, the Contractor shall immediately restore the traffic signal to normal operations. If that is not possible due to the extent of damage, sufficient repairs shall be made to enable the intersection to operate safely.

For emergency repair purposes, the Contractor's vehicle shall carry the following equipment: portable stop signs to be installed if required, barricades, cones, replacement signal heads, pedestrian heads, 1-A signal pole, load switches, controller, and other related equipment which may be required to repair said damage.

Red lights reported as being inoperable shall be responded to as emergency situations.

Any appurtenant traffic signal equipment such as, traffic signal heads, street names signs or other regulatory signs, warning or guide signs affixed to mast arms or poles, reported to be knocked down, dangling, or otherwise creating a public hazard shall be immediately repaired or removed as an emergency situation in order to eliminate the hazard or unsafe condition. Any equipment so removed shall be scheduled for replacement.

For the emergency repair of a signal which is totally blacked out, the following procedure of traffic control shall apply:

- (a) The Contractor shall dispatch qualified personnel and equipment to reach the site within the time frame specified in this Scope of Work for emergency call-out. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Engineer, or his authorized representative.
- (b) If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City to the City Yard located at 8100 Pacific Street, Stanton, California.

If a police officer is still at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation, discuss it with the police officer, and obtain a Traffic Accident Report Number (if applicable) to be submitted with invoice for work performed at the signal. If the repair will take longer than the officer can wait, the Contractor shall immediately set up temporary boulevard stop signs and all other necessary warning devices and relieve the police officer.

As part of the Contractor's emergency call response, the Contractor will be required to respond to accident scenes at signalized intersections to perform a review of the traffic signal system operation and equipment. The Contractor shall attempt to gain an Accident Report Number if officers of the Police Department are at the scene of the accident. Thereafter, Contractor is to include this Report Number on its invoice for work performed for any damage to the signal. The Contractor shall also notify the Engineer, or his authorized representative, of the date and the approximate time of Contractor's response to such an emergency.

## **8. NOTIFICATION**

The Contractor shall notify the Engineer or his authorized representative of the alterations, substitution, or removal of any controller or component, or alteration to the operation of any signal system. During normal business hours of the City, notification by telephone shall be made within one (1) hour of such change. Notification of changes made at times other than normal business hours of the City shall be reported by telephone within one (1) hour of the beginning of the next business day of the City.

The Contractor shall call the morning of each day any extraordinary maintenance is scheduled to take place during that day. The Contractor shall notify the Engineer, or his authorized representative, of the proposed maintenance specifying the type of maintenance, location, and the approximate time of the day. If scheduled work is

completed without obtaining approval from the City, payment will not be made until the work can be inspected by City staff.

For emergency call-outs during normal business hours of the City, notification by telephone shall be made within one (1) hour of such response. Notifications at times other than normal business hours of the City shall be reported by telephone within one (1) hour of the beginning of the next business day of the City. The Contractor shall thoroughly examine and inspect all equipment at the location for any physical damage or equipment malfunction, including a timing check of the controller. Within five (5) calendar days after completion of this examination, the Contractor shall submit, in writing, a report summarizing the results of the examination and inspection to the Engineer or his designated representative. These results shall also be placed in the maintenance records of the intersection maintained by the Contractor.

All correspondence shall be addressed to the Public Works Department/Engineering Division, City of Stanton, 7800 Katella Avenue, Stanton, CA 90680.

## **9. WORKING HOURS**

Contractor shall be on call at all times. Normal working hours shall be between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. Any lane closures shall be between the hours of 9:00 A.M. to 3:00 P.M. Monday through Friday, unless otherwise approved by the Engineer, or his designated representative.

## **10. MAINTENANCE RECORDS**

The Contractor shall keep a current, permanent operational record of all work performed at the intersection, including, but not limited to, routine maintenance, service calls, extraordinary maintenance and relamping, of each and every piece of traffic control or safety equipment that the Contractor is required to maintain by this contract. These records shall be kept at each maintained location on a form approved by the City. A copy of such record shall be provided within two (2) working days upon request to the Engineer or his authorized representative.

The form shall include, at a minimum, the date, time, description of device including all model, part and serial number, narrative of deficiencies encountered, and a detail of any and all corrective actions(s) taken. Entries shall be made legibly in indelible ink and shall be initialed by the technician making the entry.

## **11. MONTHLY MAINTENANCE REPORTS**

The Contractor shall submit to the City monthly summary reports of all activities relating to traffic signal and safety lighting maintenance for each maintained location. The summary report shall list the maintenance history of the entire reporting period for each

individual signal location and any deficiencies found. A chronological report of all maintenance activities throughout the month is unacceptable. The summary reports shall be submitted to the City within ten (10) days following the end of the month of the reporting period. Invoices will not be paid until the summary report has been received.

The following information, at a minimum, is required for each signal location:

- Location by intersection and identification of a specific corner or direction of traffic
- Date and time the call was received and the name of the caller or self-initiated
- Date and time the Contractor's personnel and equipment arrived at the scene
- Date and time the job was completed
- Nature of the malfunction, if any, and a description of the action taken by the Contractor
- Notation of routine, extraordinary, or additional work (including emergency work)
- Test results from BBS, loop detectors, and MMU/CMU
- Accident report number (from Police Department) for all accident related work

For the purposes of this contract, a month is defined as a calendar month. A year, except otherwise defined elsewhere for specific purpose, is defined as a fiscal year running from July 1 to June 30.

All records are the property of the City and at the termination of this contract shall be delivered to the City.

## **12. SALVAGED OR DAMAGED EQUIPMENT AND OWNERSHIP**

Ownership of all materials existing and incorporated in the work are vested in the name of the City of Stanton.

Salvaged or damaged equipment shall become the property of the Contractor unless otherwise directed by the City.

## **13. TRAFFIC SIGNAL TURN-ON AND TURN-OFF**

The Contractor shall notify the Stanton Police Department and Engineer or his authorized representative, at least 48 hours in advance of any scheduled turn-on/turn-off necessitated by the Contractor's operations. The Contractor shall not make said turn-off or turn-on until a City police officer is present, or unless given permission to proceed without police control by the Police Department, or the Engineer or his authorized representative. The Contractor shall erect stop signs on each approach of the intersection as well as advanced warning signs to provide all-way stop control while the traffic signal is turned off. For nighttime work, the Contractor shall provide portable



stop signs with sufficient reflectivity on Type II barricades with flashers.

The placement and removal of the temporary stop signs shall be completed while the signal is in a red flash condition. The Contractor shall make every effort to schedule shut downs only between the hours of 9:00 am and 3:00 pm Monday through Friday.

#### **14. WARRANTY SERVICE**

The Contractor shall guarantee the work against defective material or workmanship for a period of one (1) year from date of completion of the work. Damage due to acts of nature or from sabotage and/or vandalism are specifically excepted from the guarantee.

When defective material and/or workmanship are discovered which require repairs to be made under this guaranty, all such work shall be done by the Contractor at its own expense within five (5) calendar days after written notice of such defects has been given to Contractor by the City. Should the Contractor fail to repair such defective material or workmanship within five (5) calendar days thereafter, the City may cause the necessary repairs to be made and charge the Contractor with the actual cost of all labor and materials required. In emergencies demanding immediate attention, if the Contractor is unable to respond, the City shall have the right to repair the defect and charge the Contractor with the actual cost of all labor and material required. Any repair work performed as herein specified shall be done under the provisions of the original contract specifications.

During the warranty period, the Contractor is expected to coordinate warranty repairs with the appropriate manufacturer or installing contractor. The Contractor shall notify the City of any undue delays by the manufacturer or installing contractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.

#### **15. ADDITIONAL WORK NOT LISTED IN CONTRACT AGREEMENT**

At times, it will be necessary for the Contractor to perform additional work above and beyond the routine and extraordinary work listed in the Contract Agreement. The Contractor shall supply cost estimates for work to be done in these cases. Such cost estimates shall be provided for budgeting purposes only. Billing for such additional work shall reflect the labor rates, actual hours worked, and materials actually supplied. The Contractor's invoice for additional work shall indicate:

- Work order number, person giving authorization and date of work
- Contractor's invoiced material
- Contractor's labor charge
- Contractor's equipment charge

- Brief description of work completed and location of work
- Salvage credit (if none, so state)

The City will compensate the Contractor for such additional work based on the verified invoice cost of materials, equipment and labor plus markup.

The Contractor shall be available to assist with inspection on new installations when requested by the City on a per hour basis paid at the rate of a Signal Maintenance Technician.

#### **16. SIGNAL TIMING AND PROGRESSION**

At no time shall the Contractor make any changes in timing or progression of the signal except with the approval of the Engineer or his authorized representatives.

#### **17. TRAFFIC CONTROL**

The Contractor shall conduct his work in such a manner as to minimize the disruption of traffic flow. The Contractor shall not obstruct or restrict any portion of the roadway until proper arrangements for traffic control have been received by the Engineer. All traffic control methods shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) and this Scope of Work. At least one twelve foot (12') travel lane in each direction shall be open to traffic at all times. Not more than one intersecting street shall be closed at any one time without the prior approval of the Engineer or his authorized representative. Traffic stoppages shall be limited to time periods approved by the Engineer.

Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when maintenance operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the portion of the roadway and open it for use by public traffic.

The Contractor shall furnish all flagmen, barricades, barriers, lights, signs, and any other device which may be necessary for adequate and safe traffic control.

- The Contractor shall provide protection for any excavation three feet or more in depth or any other excavation which by its nature may be considered hazardous by either covering or erecting a five (5) foot chain link or woven wire fence. Such protection shall be provided at all times when an adult in the employment of the Contractor is not in

attendance at the excavation.

Pedestrian traffic must be maintained in a safe manner at all times. Pedestrian and emergency vehicular access shall be maintained to all residences, businesses and manufacturing establishments within the work area.

All spillage and any excessive dirt or debris caused by hauling operations or moving equipment along or across any private or public property or public traveled way shall be removed immediately at the Contractor's expense.

The Contractor shall provide unobstructed access to all fire hydrants at all times except as otherwise provided, in writing, by the Engineer.

Failure to provide adequate safety devices, as directed by the Engineer, will cause the City to install safety devices as needed and the cost will be assessed to the Contractor at the City's actual cost. City shall be entitled to offset any costs incurred against Contractor's invoice.

All cost for traffic control shall be included in the various items of work, and no additional compensation will be allowed.

#### **18. EQUIPMENT AND MATERIALS**

Attention is directed to Section 6-3.02, "Specific Brand or Trade Name and Substitution", of the Caltrans Standard Specifications. The Engineer reserves the exclusive right to determine if proposed alternative equipment shall be acceptable.

Before the start of work, the Contractor shall provide the City with a statement from the vendors. Said statements shall state the date that any equipment ordered is shipped. The City shall not be liable for any delay to performance prior to delivery of these required submittals.

#### **19. DAMAGE**

Adjacent improvements such as street pavement, curbs, sidewalks, sprinklers, driveways, and gutters damaged as a result of the Contractor's operation shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

#### **20. SOUND AND NOISE CONTROL**

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract.

## **21. TYPES OF SIGNALS**

The bid prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the contract.

## **22. NIGHT INSPECTIONS – REPAIR OR REPLACEMENT OF SAFETY LIGHTING AND ILLUMINATED STREET NAME SIGNS**

The Contractor shall perform monthly night-time inspections of all intersection safety lighting and all illuminated street name signs for proper operation at signalized intersections.

A written record shall be made of each unlit illuminated street name sign or safety light. This written record shall be received by the Engineer or his authorized representative's office within forty-eight (48) hours of the survey.

The Contractor shall carry photo cells and properly sized lamps when trouble shooting unlit illuminated street name signs and safety lights.

Unless otherwise directed by the Engineer, internally illuminated street name signs shall be Type A per Caltrans standards in white lettering with green background.

Unless otherwise directed by the Engineer, all incandescent safety lighting/luminaries shall consist of 200 or 250 watt, 120 volt, high pressure sodium vapor lamps. All incandescent safety lights shall have integral ballasts and/or integral power supplies that are mounted and wired with quick disconnect hardware and wiring for module type replacement.

All incandescent safety lighting shall be of the 90 degree cut-off type and the desired lighting pattern will be M-S-III (I.E.S. type). Photoelectric controls will be Type IV or Type V and shall conform to the provisions in Section 86-6.11, "Photoelectric Controls". Each Type V Photoelectric controlled safety light shall be provided with an integrally mounted plug-in photoelectric cell.

All LED safety lighting shall be Leotek Model GCM2-40F-MV-NW-3-GY-1A-LPCR/WL/4B

Costs incurred in night inspections for illuminated street name signs and safety lighting shall be included in the unit price for routine preventative maintenance. The replacement of defective parts will be extraordinary maintenance. All extraordinary maintenance required shall be per the Contractor's Agreement for extraordinary

maintenance or per written quote, as directed by the Engineer or his authorized representative.

### **23. MEETINGS**

The Contractor will be notified and required to attend and participate in meetings with City staff if needed. These meetings will be held for the purpose of discussing contract provisions, problems and/or issues and ensuring that the work is proceeding as per the contract documents. These meetings will be called by the Engineer or his authorized representative, if he feels they are needed.

### **24. ESTIMATE OF QUANTITIES**

The quantities shown in the Contract Agreement, shall be considered as approximate only, being listed therein as a basis for the comparison of bids. The Engineer does not guarantee or agree, either expressly or by implication, that the actual amounts required will correspond therewith. He reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished, or to omit any such item or portion, in accordance with the provisions relative thereto set forth in this Scope of Work.

### **25. COMPENSATION FOR MAINTENANCE**

The City will compensate the Contractor for routine maintenance and extraordinary maintenance at the contract unit price per Sections A and B of the Contract Agreement. Said compensation shall include all labor, materials, equipment, overhead and profits.

Work not listed as routine or extraordinary maintenance in Sections A and B of the Contract Agreement is additional work and shall be billed at rates approved by the Engineer, and shall include all labor, materials, equipment and profit. The City reserves the right to separately bid additional work not listed in the Contract Agreement, in the event a negotiated price cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current contract.

### **26. ROUTINE PREVENTATIVE MAINTENANCE**

The Contractor shall provide a program of routine preventative maintenance designed to eliminate or reduce the incidences of malfunction and extend the useful life of the equipment. The program, the cost of which is specified in the contract unit price for traffic signals and other items of work listed under "Routine Preventative Maintenance" in Section A of the Contract Agreement, shall include but not limited to the following:



### **Monthly Inspection**

The Contractor shall perform the following monthly services and make immediate repairs and/or corrections necessary. The following services follow:

**a. Air Filter**

Clean or replace the air filter element in all controller cabinets so equipped at least once each six (6) months and shall note in the monthly report any filter replacement. Wash or replace all air filter elements in all cabinets so equipped within three (3) months after the execution of this contract, and so note in the monthly report the date the filter elements are cleaned or replaced.

**b. Cabinet Exterior**

Remove any posters, signs and/or graffiti, etc. from the controller and service cabinet exteriors. Check the interior and exterior of the controller and service cabinets for signs of deterioration to the cabinet's surface using a wire brush and then protect the area with zinc chromate, red lead or rust inhibitor prior to painting with a matching color.

**c. Cabinet Fan**

Verify that the controller cabinet fan operates properly with a minimum of noise.

**d. Cabinet Grounding**

Using a megger, check the resistance between the AC and Ground in the controller cabinet.

**e. Cabinet Vents**

Check the vents in both the controller cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.

**f. Conflict Monitor**

Verify that the time clock and date are correct in any Malfunction Management Unit (MMU) or Conflict Monitor Unit (CMU) at all signal cabinets at least once every twelve (12) months, testing of all MMU/CMU equipment shall be completed with the use of an automated testing device with the test results printed on a report that is to be maintained in the signal cabinet at all times.

The printed report containing the test results shall, at a minimum, include the following information: Report header with type of monitor tested and date tested; agency identification including manufacturer, model and serial number; related test information including operator, test site, and intersection location; and monitor verification with a description of type of tests performed

and conditions found (i.e., failure or non-failure).

**g. Connectors**

Check all connections (includes any connections on the main panel, interface panels and under detector racks) to ensure they are secure and free of corrosion. Apply diazo grease at least once every six (6) months to deter corrosion. Verify that all digital loop cables are soldered to their connectors.

**h. Controller Cabinet Mounting**

Check the snugness of the nuts on the controller cabinet anchor bolts, and tighten if necessary being sure not to distort the cabinet door opening by over tightening.

**i. Controller Cabinet Foundation Seal**

Check the seal between the bottom of the cabinet and the foundation for deterioration if standing water or evidence of water is present inside the bottom of the controller cabinet. Reseal as necessary, and ensure there is a weep hole at the lowest point to allow any moisture in the cabinet to seep out.

**j. Controller Operation**

Manually place vehicle and pedestrian calls on each phase through the controller cabinet test switches or the controller keyboard to verify controller servicing of each active phase. Check for accurate time and date and report to City Engineer or City representative.

**k. Detection Setup**

Verify that the detector loop cables are correctly identified, connected to the correct vehicle detector field interface terminals, and that the correct detector indicates a call. Verify that a call is placed on the correct controller detector input, and that the input places a call on the correct controller phase.

**l. Detector Operation**

Check detector units and systems including, but not limited to, inductive loops, and pedestrian push buttons for correct detection of both vehicles and pedestrians by observing the turn-on of the appropriate detection indicator as a vehicle passes over or through the detector loop(s)/zone; and adjust or repair said equipment as necessary to restore system to its intended operation.

**m. Door Gasket**

Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Completely replace any gaskets showing signs of leaking or deterioration.

**n. Door Panel Harness**

Check the harness leading from the door panel to the auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust if necessary.

**o. Equipment Displays and Indicators**

Verify that all LED and LCD displays and indications (controller, CMU, load switches, flasher, etc.) are working properly.

**p. Ground Fault Receptacle**

Verify the proper operation of "Test" and "Reset" buttons on GFCI type outlets.

**q. Hinges and Locks**

Check for free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.

**r. Insect Infestation**

Check for any signs of ants, wasps, spiders or other insects within the cabinet and take the necessary steps for extermination.

**s. Interconnect**

Check all traffic controller communications equipment (internal modems and/or interface modules) for proper operation and replace or repair as needed. The repair or replacement of traffic signal interconnect cables shall be "additional work" as defined in Section 29, and will require prior approval by the Engineer before work is commenced.

**t. Interior Light**

Verify the proper operation of the controller cabinet's interior fluorescent light and starter.

**u. Intersection Timing**

Compare controller phase timing against the timing sheet, check any discrepancies against intersection log and notify Engineer of all discrepancies.

**v. Intersection Records**

Ensure that all intersection "As-Built" plans, cabinet wiring diagrams, necessary equipment operations manuals, controller data timing sheets, and



log book are corrected and inside the cabinet. Contact Engineer to obtain any missing items.

**w. Plug-in Components**

Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely in its socket.

**x. Preemption Devices**

Test any preemption devices for proper operation.

**y. Service Connections**

Verify that the neutral, ground and power connections are secure in the controller and service cabinet at least once every six (6) months.

**z. Switches**

Verify the correct operation of each position, including "OFF", of all switches. Repeatedly work all test and stop time switches to keep the switch contacts clean.

**aa. System Telemetry**

Check operation of telemetry for proper communications.

**bb. Terminal Connections**

Using the correct size insulated screwdriver, test each terminal screw backing off slightly then retightening to confirm that it is secure at least once every six (6) months.

**cc. Thermostat**

Verify that the cabinet fan thermostat is set at 115 degrees Fahrenheit.

**dd. Vacuum Cabinet**

Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the controller cabinet including the police panel. Also blow out or vacuum the vent openings above the controller cabinet door.

**ee. Battery Back-up Systems**

The City of Stanton has seven (7) Existing Battery Back-up Systems (BBS) installed at various signalized intersections. **As First Work** to be accomplished, all seven (7) intersections shall be inventoried by the Contractor as to the operation of the existing Battery Back-Up Systems. Any and all deficiencies shall be addressed and documented immediately. Specifically, the following questions shall be answered: *Does the BBS unit (inverter) operate the signalized intersection when electrical power is lost?*



*Also, what is the existing total Battery Back-Up voltages for the existing four (4) batteries?* Once documented, a letter addressed to the City of Stanton addressing the deficiencies with solutions to rectify the problem locations shall be prepared and submitted.

As part of the monthly Battery Back-Up System maintenance program the following tasks shall be accomplished:

1. Each month the total battery voltage (4 batteries) shall be tested with results documents on a separate "BBS" maintenance sheet in the controller cabinet log.
2. Every three (3) months the Battery Back-Up System at the intersections that have been programmed for "Full Operation" shall be activated for a minimum of ten (10) minutes by disabling the Edison power breaker with results documented on the BBS maintenance sheet.
3. The intersections that are programmed for "Red Flashing" during the "On Battery" condition shall be "Load Tested" on the four (4) batteries every month, with text results documented on the BBS maintenance sheet.
4. The City shall be notified in writing of any Battery Back-Up System deficiencies and a fix solution within forty-eight (48) hours of an occurrence.

Also, as a matter of record, all replacement batteries shall be dated as to installation date with an up-to-date record kept on every intersection regarding battery age. Battery Back-Up units or batteries shall be replaced at the unit price stated in the schedule of Bid Items per "Extraordinary Maintenance".

Some of the City's existing Battery Back-Up Systems, that are installed at signalized intersections, may not be Full LED intersections. More specifically, some yellow indications are "Incandescent bulbs" and some pedestrian indications are "Solid State" rather than LED. The electrical load of each signalized intersection will determine how the signalized intersection will operate when the BBS is in the "On Battery" mode. Either "Full Operation" or "Red Flash" operation during the power outage will be implemented. The "Low Battery" inverter contacts will always be programmed for "Red Flash" operation. "On Battery", "Low Battery" and "2-Hr Timer" contacts are also to be programmed for "Alarms" on each BBS system. During this contract, some signalized intersections may be retrofitted with "Yellow" or "Pedestrian" LED indications. At those locations and all existing signalized intersections that can be operated on "Full Operation" during a power outage, reprogramming will be done as part of the BBS maintenance operations.



**ff. Intersection Walkaround**

Walk all the approaches of the intersection and visually inspect all signal poles, mast arms, signal heads and indications, traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, Opticom detectors, and any other devices, and verify the correct placement and/or operation. Any inoperable vehicle or pedestrian indications, safety lights, or illuminated sign lamps shall be replaced under extraordinary maintenance; illuminated signs damaged beyond repair shall be reported to the Engineer and replaced under extraordinary maintenance. All vehicle heads and pedestrian heads, and Opticom heads found to be out of alignment shall be properly aligned. Missing signs shall be replaced under extraordinary maintenance. Cracked or damaged loops sealants shall be re-sealed. All other equipment found missing or damaged shall be replaced or repaired.

**gg. Pedestrian Signals and Push Buttons**

The Contractor shall maintain all pedestrian signal heads and push buttons in working order, and the cost incurred shall be included in the unit price for routine preventative maintenance per intersection. The replacement of defective parts will be extraordinary maintenance. New parts shall conform to current State of California Standard Specifications and as specified by the Engineer or his authorized representatives.

**hh. Loop Detectors**

The Contractor shall verify the condition of the loops in the roadway and take necessary preventative measures to ensure the longevity of the loop. This includes the splicing (or re-splicing) of detector loops and/or replacement of loop sealant. Cutting and installing new loops is considered extra work and will require prior approval by the City before work is commenced. The failure of a loop due to sealant not maintained is not considered extra work and will be repaired at the Contractor's expense. Loop cables shall be tested from the cabinet for grounds at least once every twelve (12) months, with the first test completed by the first month of this agreement. Completion of this testing shall be recorded on the Monthly Maintenance Log. Any readings less than twenty-five (25) Meg Ohm shall be investigated, logged, and reported.

**ii. Video Detectors (Where Present)**

Contractor shall verify that video detection camera lenses are clean and the system operable. The Contractor shall clean and polish all video detection camera lenses once every twelve (12) months, or as directed by the Engineer on an individual basis. At that time, all signal heads, mast arm mounted street name signs, and optically programmed signal heads, shall be re-

aligned as necessary.

**jj. Signs**

Traffic control signs shall be cleaned and adjusted as routine maintenance. The Contractor shall repair or replace any damaged or missing traffic control signs or pedestrian push button plates affixed to any signal mast arm or pole under extraordinary maintenance, including red flags on certain mast arms.

**kk. Traffic Signal Controller Assembly**

The Contractor shall replace, repair, or otherwise render in good working order any and all defective traffic signal controller assemblies with like make and model assemblies as necessary to ensure the safe operation of said signal equipment. Solid state equipment shall be maintained according to the manufacturer's specifications.

**ll. Before Leaving Intersection**

Before leaving intersection during any routine or extraordinary maintenance, verify that all detector test switches are in "normal" position, and that the stop time switch is in the "auto" or "normal" position. Record all information (name, time, date, nature of work, etc.) in the cabinet log book. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with City staff.

**27. EXTRAORDINARY MAINTENANCE**

Items of extraordinary maintenance are listed under "Extraordinary Maintenance" in Section B of the Contract Agreement and generally include the following:

- Furnish and install replacement vehicle and pedestrian signal LED indications
- Furnish and install replacement vehicle and pedestrian signal heads
- Furnish and install replacement illuminated street name sign lamps and panels
- Furnish and install replacement safety lights
- Furnish and install battery back-up units and batteries
- Cut and install replacement detector loops
- Furnish and install replacement pedestrian push buttons
- Paint signal equipment

Extraordinary maintenance as listed in the Contract Agreement includes all the labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal system that goes beyond the normal routine preventative maintenance program established by this Scope of Work.

**a. Lamp Replacement**

During any inspection, all broken or deteriorated parts shall be replaced as



necessary. The Contractor shall furnish and replace all incandescent or LED signal lamps that have failed or burned-out with new LEDs. Programmed visibility lamps shall be replaced in kind, unless otherwise directed by the Engineer. Replacement of said vehicle signal lamps shall be considered extraordinary maintenance work as defined in this Scope of Work, unless said failure occurs within the initial warranty period of the signal lamp. All new LEDs shall be approved by the Engineer or his authorized representatives. Contractor shall indicate the date the signal lamp was installed on every signal lamp replaced and installed by Contractor. During replacement, Contractor will ensure signal equipment is secure and all visors and lenses are clean and clearly visible to governing traffic.

**b. Inductive Circular Loop Replacement**

Install Type E circular detector loops per the following specifications:

Detector loops shall conform to the Provisions in Section 86-5, "Detectors", of the Standard Specifications and this Scope of Work.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and slot sealant. Loop detector lead-in cable shall be Type B.

Detector loop locations shall be approved by the Engineer or his representatives, in the field prior to installation.

In testing a vacant loop, any drift that exceeds an average of more than 1 Hertz/minute shall be cause for rejection.

Type E detector loops (circular), per Standard Plan ES-5B shall be six (6) feet in diameter.

The sides of the slot shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be three (3) inches. Slot width shall be a maximum of  $\frac{3}{4}$  inch. Loop wire for circular loops shall be Type 2.

Slot sealant shall be Hot-Melt Rubberized Asphalt Sealant and conform to the provision in Section 86-5.01A(4) "Installation Details", of the Caltrans Standard Specifications and as directed by the Engineer in the field.

**28. ADDITIONAL WORK**

Additional work includes all work not listed in the Contract Agreement as Routine Preventative Maintenance or Extraordinary Maintenance and shall include items such as, but not limited to, the following:

- Furnish and install replacement signal poles and/or mast arms
- Furnish and install replacement signal heads
- Furnish and install marble street light poles, mast arm and luminaries
- Furnish and install replacement cabinet assemblies
- Furnish and install replacement signal interconnect cables
- Furnish and install replacement signal controller assemblies
- Emergency call-out response
- Furnish and install other signal equipment as requested by the Engineer

#### **Work Authorization**

Additional work, except for emergency repairs as provided for in this Scope of Work, shall require prior written authorization from the Engineer. In situations requiring immediate response, verbal authorization from the Engineer or his authorized representative is sufficient followed by a written authorization.

#### **Payment for Additional Work**

Upon receipt of an itemized invoice within thirty (30) days of completion of work, the City shall compensate the Contractor for additional work including labor, material, equipment and markup as identified in Section D.

In the event a negotiated price cannot be reached, the City reserves the right to solicit quotations or invite bids and award work to any contractor on extraordinary maintenance.

### **29. PATENTS**

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

### **30. PERMITS, LICENSES, AND INSPECTIONS**

The Contractor and all its subcontractors shall obtain and pay for a City business license from the City of Stanton prior to the commencement of work.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the contract, except that a no-fee encroachment permit will be issued by the Engineer.

All work performed, or equipment or parts supplied by the Contractor, shall be subject to inspections and approval of the Engineer, or his authorized representative.

### **31. WORK STOPPAGE**

It shall be the responsibility of the Contractor to provide continuous maintenance services, without any interruption of any traffic signals in the City. In case of any work stoppages due to labor strike or otherwise, Contractor shall provide by other means, and at its own cost, comparable continuous service under this Agreement as if there were no work stoppage. Failing to do so will cause the City to take whatever action(s) is deemed necessary to provide such service and the cost shall be borne by the Contractor.



## Exhibit "A"

### Traffic Signal Locations

NO.	INTERSECTIONS
1	CERRITOS-KNOTT
2	CERRITOS-WESTERN
3	CERRITOS-DALE
4	CERRITOS-MAGNOLIA
5	KATELLA-KNOTT
6	KATELLA-WESTERN
7	KATELLA-CEDAR
8	KATELLA-ROSE
9	KATELLA-MAGNOLIA
10	VILLAGE CENTER DRIVE
11	KNOTT-RECYCLE WAY
12	MAGNOLIA-PACIFIC
13	MAGNOLIA PED. SIGNAL
14	WESTERN-THUNDERBIRD

### Mast Arm Mounted Flashing Beacon

NO.	INTERSECTIONS
1	DALE-CHANTICLEER (CONVERTING TO SIGNAL JULY 2018)
2	CHAPMAN-EAST OF BEACH BLVD.





Signalized Crosswalk System Beacon

NO.	INTERSECTIONS
1	MAGNOLIA-NORTH OF SYRACUSE

Battery Backup Systems

NO.	INTERSECTIONS
1	KATELLA-KNOTT
2	KATELLA-WESTERN
3	KATELLA-CEDAR/ROSE
4	KATELLA-MAGNOLIA
5	CERRITOS-WESTERN
6	CERRITOS-DALE
7	CERRITOS-MAGNOLIA
8	DALE-CHANTICLEER
9	WESTERN-THUNDERBIRD

**EXHIBIT B**  
**FEE PROPOSAL**

See attached proposal.

# EXHIBIT B

PROPOSAL  
FOR  
**ANNUAL MAINTENANCE SERVICES**  
**FOR CITYWIDE TRAFFIC SIGNALS**  
FISCAL YEAR 2018-2019 THROUGH FISCAL YEAR 2020-2021

CITY OF STANTON

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT* PRICE	TOTAL PRICE
<b>Section A - Routine Preventative Maintenance Items</b>					
1.	Routine Preventative Maintenance of Traffic Signal and Safety Lighting System per Intersection Per Month	14	Ea.	\$ 70.00	\$ 980.00
2.	Routine Preventative Maintenance of Battery Back-up System Per Month	7	Ea.	\$ 5.00	\$ 35.00
3.	Routine Preventative Maintenance of Mast Arm Mounted Flashing Beacon per Intersection per Month	2	Ea.	\$ 15.00	\$ 30.00
4.	Routine Preventative Maintenance of Signalized Crosswalk System per Intersection per Month	1	Ea.	\$ 15.00	\$ 15.00
A1	Routine Preventative Maintenance Per Month Total Item Nos. 1 through 4				\$ 1,060.00
A	<b>Annual Routine Preventative Maintenance:</b> (Multiply A1 by 12 to convert to annual cost)				\$ 12,720.00

\* Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

PROPOSAL  
FOR  
**ANNUAL MAINTENANCE SERVICES  
FOR CITYWIDE TRAFFIC SIGNALS**  
FISCAL YEAR 2018-2019 THROUGH FISCAL YEAR 2020-2021  
CITY OF STANTON

<b>Section B - Extraordinary Maintenance Items</b>					
The following <b>EXTRAORDINARY MAINTENANCE</b> quantities are <u>estimates only</u> and are provided solely for bidding purposes and for establishing the rates to be applied to actual annual <b>EXTRAORDINARY MAINTENANCE</b> performed. These estimates should not be construed as a minimum or maximum of actual <b>EXTRAORDINARY MAINTENANCE</b> performed per year.					
ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT* PRICE	TOTAL PRICE
5.	Replacement of inoperable safety light	10	Ea.	\$ 90.00	\$ 900.00
6.	Replacement of inoperable internally illuminated street name sign lamp	10	Ea.	\$ 88.00	\$ 880.00
7.	Replacement of internally illuminated street name sign panel	10	Ea.	\$ 240.00	\$ 2,400.00
8.	Replacement of rectangular loop detector with Type "E" 6" diameter round loop, including saw-cut lead-in and cable splicing with hot-melt sealant	10	Ea.	\$ 500.00	\$ 5,000.00
9	Replacement of LED Type I module Red Ball vehicle lamp assembly	10	Ea.	\$ 88.00	\$ 880.00
10	Replacement of incandescent with LED Type I module Yellow Ball Vehicle Lamp Assembly	10	Ea.	\$ 88.00	\$ 880.00
11.	Replacement of LED Type I module Green Ball vehicle lamp assembly	10	Ea.	\$ 88.00	\$ 880.00
12.	Replacement of LED Type I module Red Arrow vehicle lamp assembly	10	Ea.	\$ 88.00	\$ 880.00
13.	Replacement of incandescent with LED Type I module Yellow Arrow vehicle lamp assembly	10	Ea.	\$ 88.00	\$ 880.00
14.	Replacement of LED Type I module Green Arrow vehicle lamp assembly	10	Ea.	\$ 88.00	\$ 880.00

\* Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

PROPOSAL  
FOR  
**ANNUAL MAINTENANCE SERVICES**  
**FOR CITYWIDE TRAFFIC SIGNALS**  
FISCAL YEAR 2018-2019 THROUGH FISCAL YEAR 2020-2021

CITY OF STANTON

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT* PRICE	TOTAL PRICE
15.	Replacement of Walk/Don't Walk, or Walkman/Hand pedestrian non-LED signal to include LED module with clamshell mounting	10	Ea.	\$ 550.00	\$ 5,500.00
16.	Replacement of Pedestrian LED module	10	Ea.	\$ 240.00	\$ 2,400.00
17.	Replacement of pedestrian push button with Polara "Bulldog" pedestrian push button	10	Ea.	\$ 95.00	\$ 950.00
18.	Painting of all pedestrian heads and Frameworks per intersection	10	Ea.	\$ 800.00	\$ 8,000.00
19.	Painting of all signal heads, backplates and frameworks per intersection	10	Ea.	\$ 2,650.00	\$ 26,500.00
20.	Painting of all pedestrian push button assemblies per intersection	10	Ea.	\$ 400.00	\$ 4,000.00
21.	Painting of traffic signal controller cabinet & electric service cabinet per intersection	10	Ea.	\$ 800.00	\$ 8,000.00

\* Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

PROPOSAL  
FOR  
**ANNUAL MAINTENANCE SERVICES**  
**FOR CITYWIDE TRAFFIC SIGNALS**  
FISCAL YEAR 2018-2019 THROUGH FISCAL YEAR 2020-2021

CITY OF STANTON

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT* PRICE	TOTAL PRICE
22.	Replacement of City owned street light or bridge light	10	Ea.	\$ 90.00	\$ 900.00
23.	Annual conflict monitoring testing per intersection	10	Ea.	\$ 85.00	\$ 850.00
24.	Installation of standard 3-indication traffic signal head	10	Ea.	\$ 650.00	\$ 6,500.00
25.	Replacement of all batteries for battery back-up system per intersection	3	Ea.	\$ 960.00	\$ 2,880.00
26.	Replacement of battery back-up unit	3	Ea.	\$4,400.00	\$ 13,200.00
27.	Replacement of EVP System (per intersection)	5	Ea.	\$ 8,800.00	\$ 44,000.00
28.	Emergency Response	8	HR	\$ 220.00	\$ 1,760.00
B	Annual Extraordinary Maintenance: Total Item Nos. 5 through 28				\$ 139,900.00
A	Annual Routine Preventative Maintenance				\$ 12,720.00
GRAND TOTAL: "A" PLUS "B"					\$ 152,620.00

**ANNUAL MAINTENANCE SERVICES**  
**FOR CITYWIDE STREET LIGHTS**  
FISCAL YEAR 2018-2019 THROUGH FISCAL YEAR 2020-2021

CITY OF STANTON

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT* PRICE	TOTAL PRICE
29.	Replacement of marble poles	10	Ea.	\$ 4,750.00	\$ 47,500.00
30.	Replacement of mast arm	10	Ea.	\$ 650.00	\$ 6,500.00
31.	Replacement of luminaries	10	Ea.	\$ 500.00	\$ 5,000.00
32.	Emergency Response	4	HR	\$ 220.00	\$ 880.00
<b>GRAND TOTAL:</b> Total Item Nos. 29 through 32					\$59,880.00

\* Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

The undersigned understands that the foregoing quantities are approximate only, being given as a basis for the comparison of proposals and the City of Stanton does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable and in the best interests of the City by the Engineer.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and to furnish the two bonds in the amounts required, with surety satisfactory to the City of Stanton, and the required Certificate of Insurance with endorsements within ten days, not including Saturdays, Sundays and legal holidays, after the date of the Notice of Award from the Engineer, the City of Stanton may, at its option, determine that the Contractor has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void.

The undersigned Contractor hereby acknowledges that he/she understands the bonding requirements of the City of Stanton which, per City Code, states that the surety company must be duly authorized to issue such bonds or insurance in the State of California. The Certificate of Insurance with endorsements must be with a company of A.M. Best's Key Rating of Grade A and Class VII (seven) with an Admitted Insurer, or Grade A- or better and Class X (ten) or better with a Surplus Line Broker. Workers' compensation insurance with a company of A.M. Best's Key Rating of Grade B- or better and Class VII (seven) or better, or offered by State Compensation Fund is acceptable.

Contractor shall provide to the City within ten (10) working days after the date of notice of award of contract the aforementioned insurance certificate(s) with endorsements which must meet the requirements of the specifications and comply with the contract documents. Failure to comply with this requirement will result in annulment of the award, and City will pursue award to the next qualified responsive Contractor. Contractor is advised that insurance requirements are non-negotiable and City will not consider waiving insurance requirements. There are no exceptions.



**Allocation of Resources for City of Stanton**

Based on our proposed work approach, scope of work, knowledge of the account, and level of standards, we plan to assign the following personnel.

- Project Manager with previous work experience working for Stanton
- Dispatcher
- (3) Full Time – IMSA Level III Field Electricians with previous field experience working for Stanton.

Below is our anticipated Allocation of Resources (Table 2.0) showing our initial staffing of hours for this account. It should be noted that we have additional resources available and can easily add staff as needed as we have additional personnel on our team.

Allocation of Resources Table - Table 1.0					
Task Description	Project Mgr.	Dispatcher / Admin	Traffic Engineer / Principal	Signal Main. Elec.	Grand Total
	Hours Spent Monthly				
Project Management/Scheduling/Materials Handling/Ordering	16			8	24
Perform Preventative Maintenance				16	16
Respond to Response/Emergency Calls				24	24
Perform USA/DigAlerts				40	40
Perform Special Projects for City				40	40
Quality Control/Internal Training/Audit	4		4		8
Dispatch to Field Staff		32			32
Reporting to City	8				8
Total	28	32	4	128	192

## 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 CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: AWARD OF CONTRACT FOR SUPPLY AND INSTALLATION OF  
HARDWARE AND SOFTWARE TO CONTROL THE HVAC SYSTEM AT  
CITY HALL**

### **REPORT IN BRIEF:**

The control software and hardware for the City's heating, ventilation, and air conditioning system (HVAC) is antiquated and has been experiencing severe performance issues. Staff asked for a proposal to upgrade the system from the current vendor Siemens and from three other vendors for a similar system. After review by several staff members, the system from Climatec, LLC (Climatec) was found to be the best system.

A budget adjustment is needed to allocate funds for the upgrades. This project will provide more comfortable temperatures for the staff and guests of the Civic Center, and will reduce electricity costs with better scheduling.

### **RECOMMENDED ACTION:**

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Award a contract to Climatec, LLC for the supply and installation of hardware and software for the control of the City's HVAC system; and
3. Authorize the City Manager to bind the City of Stanton and Climatec, LLC in a contract for the project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and;
5. City Council approve Budget Adjustment No. 2018-28 to appropriate \$23,450 to the City Hall account of the Capital Projects Fund for this project.

## **BACKGROUND:**

On September 11, 2007, the City of Stanton approved a contract with Siemens Building Technologies regarding constructing energy savings to the City Hall complex. Included with the project was lighting and Heating and Air Conditioning improvements. Siemens replaced the Air Conditioning and heating units at city hall and installed automated controls for the thermostat within the building at a cost of \$697,100.

Since the original installation, staff has had difficulties with the software provided by Siemens, which is called Insight. The software resides on an older computer that runs Windows XP and the software has not been updated since its installation. Staff is concerned that when this computer fails that the HVAC units within the City Hall complex will not be operational until new software on a new computer is installed.

## **ANALYSIS/JUSTIFICATION:**

Siemens, Climatec, and two other vendors were contacted and asked to propose on either upgrading or replacing the software that controls the HVAC system. Only Siemens and Climatec provided proposals. Staff has reviewed both vendor's software in a real-time demonstration and have chosen Climatec to be the preferred software.

Additionally staff has experienced the frustration of people using the Community Rooms in that the temperature is either too hot or too cold. Often this is due to the fact that schedules change from week to week and users of the room often want a different temperature different times of the day. For example, when the senior citizens have breakfast in one of the rooms they like the temperature around 75 degrees. The later in the day the same room may be used for yoga or an exercise class and these users prefer the temperature around 68 degrees. In order to allow the users of these rooms to adjust the temperature to their liking, new thermostats will be installed which will give the user limited control to raise or lower the temperature of the room. After a fixed amount of time, the temperature of the room will return to its normal setpoint.

## **FISCAL IMPACT:**

The cost to furnish and install all the necessary materials and labor with the 10% contingency is \$23,450:

Hardware/Software	\$17,470
Thermostats	\$3,849
Contingency (10%)	\$2,131
Total	\$23,450

The Public Facilities – Building Maintenance Fund does not currently have the necessary funding available for this project. As such, Budget Adjustment No. 2018-28 will provide an appropriation for the project in account 101-3200-603110.



**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a quality infrastructure.

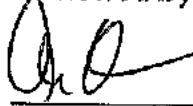
**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

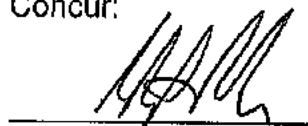
Prepared by:

  
Guillermo Perez  
Associate Engineer

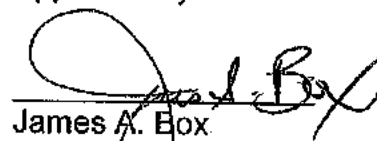
Reviewed by:

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

Concur:

  
Stephen Parker, CPA  
Assistant City Manager

Approved by:

  
James A. Box  
City Manager

**Attachments:**

- (1) Budget Adjustment 2018-28
- (2) Proposals from Climatec

**CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION**

BA # 2018-28Date: June 4, 2018

**Title:** Public Works Director

Date: June 12, 2018

**Title:** Assistant City Manager

Administrative Services Department

**Transfec**

**Current Budget**

Increase  
 (Decrease)

Amended  
Amount[illegible]

## JUSTIFICATION

To provide appropriation for hardware and software for the HVAC system.

**Budget Adjustment Request Approved**

  
City Manager

Date 6/12/18

	Budget Adjustment Processed	
--	-----------------------------	--

Date posted

Entered by:

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

April 17, 2018  
 Version 01

Attention: **Allan Rigg**

Subject: **HVAC Controls Proposal**

Reference: **City of Stanton – City Hall BMS Upgrade – Stanton, CA**  
 Job Walk

Dated **04/05/2018**

We are pleased to offer our proposal to furnish a Tridium Building Management System (BMS) for the project above. Our proposal is in general accordance with the job walk walked with Martin.

## **Install DDC for the following systems**

### ***BMS Components***

Qty	Unit Description	Reference
1	PC <ul style="list-style-type: none"> <li>• Workstation/server software and remote web browser interface</li> <li>• Climatec to implement new software that allows for HTML5 capabilities and login from any networked device at customer site</li> <li>• Ascent Compass</li> <li>• Partner with local IT Department prior to any installation to determine preferred design, implantation, and optimized for specific browser</li> <li>• Ascent Compass can be implemented on an on-site server or virtual server</li> <li>• Enhanced standardized visual system including nav-tree and summary page functionality</li> <li>• Device manager naming standardizations unit/floor plan naming convention update for increased detail and ease of use</li> </ul>	
1	Global Controller <ul style="list-style-type: none"> <li>• Provide and install control panel, global controller, and daisy chain to DDC controllers.</li> <li>• Provide all programming and graphics updates to new Alerton front end for full integration</li> </ul>	

**General Inclusions**

1. All work to be performed during normal working hours between 7AM and 4PM.
2. (8) Hours of on-site BMS training.
3. (1) Year warranty on parts and labor.
4. Submittal documents:
  - a. Product Data Sheets and Engineered Drawings.
  - b. As-Built Drawings and Maintenance Manuals.

**Exclusions**

1. 3<sup>RD</sup> party or enhanced commissioning support.
2. Control or monitoring of the existing baseball, football and softball lights.
3. Variable Frequency Drives and VFD BMS network interface hardware.
4. Controllers, sensors, actuators, startup, or commissioning for systems integrated.
5. Tenant or owner occupied work areas during construction.
6. Trenching, backfilling, & underground conduit.
7. BIM.
8. Bonds.
9. Demolition.
10. Permits or plan check fees.
11. Standby and overtime labor.
12. Wiring above 24V.
13. Motor starters, & disconnects.
14. Mechanical device installation for pipe wells, valves, pressure taps, meters, air flow measuring stations, pneumatic tubing, etc.
15. Dampers.
16. Monitoring of combination fire/smoke dampers.
17. Smoke control.
18. Fire/life safety system components & installation.
19. Hazardous materials-related work, cutting, painting, patching, coring, concrete or asphalt cutting, & ceiling tile removal and replacement.

## **PRICING, TERMS, & CONDITIONS**

▪ Base Bid:		<b>\$17,470</b>
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\*Above quotation is valid for (90) days and includes **all** taxes and delivery.

Thank you for the opportunity to be of service. We look forward to working with you.

Brendon Burrola  
Climatec, LLC  
M: 949.697.3501

**The undersigned agree to execute this proposal as a binding contract.**

CLIMATEC

PURCHASER

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

Climatec, LLC  
CSLB 991066 | B, C20, C10  
DIR 1000001265

\_\_\_\_\_  
Company Name & CA License #:

**TERMS & CONDITIONS**

By accepting this Proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is valid for 90 days from date of proposal. Beyond that time Climatec reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Plastering, patching and painting are excluded unless stated otherwise in this proposal. "In-line" duct and piping devices, including but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Climatec, LLC (Climatec), shall be distributed to and installed by others under Climatec's supervision but at no additional cost to Climatec. Purchaser agrees to provide Climatec with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Climatec agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climatec for any cost or expenses without Climatec's written consent. Unless specifically noted in the statement of the scope of the work or services undertaken by Climatec under this agreement, Climatec's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environmental Hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Climatec shall not operate to compel Climatec to perform any work relating to Hazards without Climatec's express written consent.
- 2. INVOICING & PAYMENTS.** Climatec may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Climatec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec shall add 1% per month interest onto delinquent amounts.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.
- 4. WARRANTY.** Climatec warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Climatec, for a period of one (1) year from the installation date. Climatec warrants that for equipment furnished and/or installed but NOT manufactured by Climatec, Climatec will extend the same warranty and terms and conditions, which Climatec receives from the manufacturer of said equipment. For equipment installed by Climatec, if Purchaser provides written notice to Climatec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Climatec shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- 5. LIABILITY.** Climatec shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates. Climatec shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 7. DELAYS.** Climatec shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Climatec's control, including but not limited to acts of God, fire riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or Climatec, etc.
- 8. COMPLIANCE WITH LAWS.** Climatec shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.
- 9. DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 10. INSURANCE.** Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by Climatec for insurance afforded by others.
- 11. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
- 12. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
- 13. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 14. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec unless accepted by Climatec in writing.
- 15. SEVERABILITY.** If one or more of the provision of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

May 8, 2018  
Version 01

Attention: **Allan Rigg**

Subject: **HVAC Controls Proposal**

Reference: **City of Stanton – City Hall Thermostat Replacement – Stanton, CA**  
Job Walk

Dated **04/05/2018**

We are pleased to offer our proposal to furnish a Tridium Building Management System (BMS) for the project above. Our proposal is in general accordance with the job walk walked with Martin.

## **Install DDC for the following systems**

### **BMS Components**

Qty	Unit Description	Reference
<b>4</b>	<b>New Thermostat</b> <ul style="list-style-type: none"> <li>• Provide and install new thermostat wiring and conduit</li> <li>• Replace new thermostat with existing Siemens P1 Thermostat</li> </ul>	

**General Inclusions**

1. Plenum rated wiring will be used in concealed accessible areas in ceiling, EMT in exposed.
2. Low-voltage electrical control wiring and EMT conduit per local code requirements and specifications.
3. All work to be performed during normal working hours between 7AM and 4PM.
4. (1) Year warranty on parts and labor.

**Exclusions**

1. 3<sup>RD</sup> party or enhanced commissioning support.
2. Control or monitoring of the existing baseball, football and softball lights.
3. Variable Frequency Drives and VFD BMS network Interface hardware.
4. Controllers, sensors, actuators, startup, or commissioning for systems integrated.
5. Tenant or owner occupied work areas during construction.
6. Trenching, backfilling, & underground conduit.
7. Rigid conduit.
8. After-hour work.
9. BIM.
10. Bonds.
11. Demolition.
12. Permits or plan check fees.
13. Standby and overtime labor.
14. Wiring above 24V.
15. Motor starters, & disconnects.
16. Mechanical device installation for pipe wells, valves, pressure taps, meters, air flow measuring stations, pneumatic tubing, etc.
17. Dampers.
18. Monitoring of combination fire/smoke dampers.
19. Smoke control.
20. Fire/life safety system components & installation.
21. Hazardous materials-related work, cutting, painting, patching, coring, concrete or asphalt cutting, & ceiling tile removal and replacement.



## **PRICING, TERMS, & CONDITIONS**

▪ Base Bid:	.....	<b>\$3,849</b>
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\*Above quotation is valid for (90) days and includes all taxes and delivery.

Thank you for the opportunity to be of service. We look forward to working with you.

Brendon Burrola  
Climatec, LLC  
M: 949.697.3501

The undersigned agree to execute this proposal as a binding contract.

CLIMATEC

PURCHASER

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Signature:                      Date:

\_\_\_\_\_  
Signature:                      Date:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

Climatec, LLC  
CSLB 991066 | B, C20, C10  
DIR 1000001265

\_\_\_\_\_  
Company Name & CA License #:

**TERMS & CONDITIONS**

By accepting this Proposal, Purchaser agrees to be bound by the following terms and conditions:

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- 2. INVOICING & PAYMENTS.** Climatec may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Climatec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec shall add 1% per month interest onto delinquent amounts.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.
- 4. WARRANTY.** Climatec warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Climatec, for a period of one (1) year from the installation date. Climatec warrants that for equipment furnished and/or installed but NOT manufactured by Climatec, Climatec will extend the same warranty and terms and conditions, which Climatec receives from the manufacturer of said equipment. For equipment installed by Climatec, if Purchaser provides written notice to Climatec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Climatec shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- 5. LIABILITY.** Climatec shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates. Climatec shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 7. DELAYS.** Climatec shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Climatec's control, including but not limited to acts of God, fire riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or Climatec, etc.
- 8. COMPLIANCE WITH LAWS.** Climatec shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.
- 9. DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 10. INSURANCE.** Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by Climatec for insurance afforded by others.
- 11. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
- 12. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
- 13. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 14. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec unless accepted by Climatec in writing.
- 15. SEVERABILITY.** If one or more of the provision of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: AWARD OF CONTRACT FOR THE CIVIC CENTER AND LIBRARY PAINTING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

The Civic Center and Library buildings need a repaint due to their aged appearances. This is recommended to be done following the Community Center and Civic Center Accessibility Improvement Project in order to assure the paint colors match the new work. Staff recommends the City Council award the contract for the proposed services to Dulux Painting Inc.

### **RECOMMENDED ACTION:**

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Award a contract for the Civic Center and Library Painting Project to Dulux Painting Inc. for the amount of \$38,000.00; and
3. Authorize the City Manager to bind the City of Stanton and Dulux Painting Inc. in a contract for the Civic Center and Library Painting Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent.
5. That the City Council appropriate \$41,800.00 for the Civic Center and Library Painting Project by transferring budgeted funds from the Capital Project Fund.
6. That City Council authorize Budget Adjustment #2018-27 to appropriate \$41,800.00 to account 305-1600-710145, the City Hall Plaza Improvement account in the Capital Project Fund for this project.

**BACKGROUND:**

The Civic Center and Community Center Accessibility Improvement Project will modernize the frontage of City Hall and Stanton's Library. It would be fitting for the buildings to be brought up to par with the recent focus of beautifying the front of City Hall. The worn appearance is something that needs to be taken care of. This project would be a quick and cost-efficient way to tie in the buildings with the recent frontage improvements.

**ANALYSIS/JUSTIFICATION:**

The project was advertised for bids on April 26, 2018. Notices announcing the solicitation of bids for this project were posted in the F.W. Dodge publication known as the "Green Sheets."

The bid was publicly opened on May 17, 2018 at 2:00 p.m. and is listed below:

<b>RANK</b>	<b>Company</b>	<b>BID</b>
1	Dulux Painting	\$ 38,000.00
2	Mear Construction Inc.	\$ 69,300.00
3	Polychrome Construction Inc.	\$ 88,000.00
4	CAM Painting, Inc.	\$ 122,000.00
5	Prime Painting Contractors Inc.	\$ 124,500.00
6	AJ Fistes Corporation	\$ 149,400.00

Staff has reviewed the submitted bid documents and found the low bidder in compliance with the contract documents. Staff has done a reference check on the firm and received good reviews on their quality of work. Upon successful execution of the contract documents, the project is scheduled to begin after the completion of the Civic Center and Community Center Accessibility Improvement Project.

**FISCAL IMPACT:**

Budget Adjustment No. 2018-27 would appropriate funds in the Capital Project Fund to cover construction costs and the 10%.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

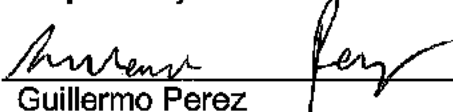
**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

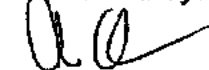
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a quality infrastructure.

Prepared by:

  
Guillermo Perez  
Associate Engineer

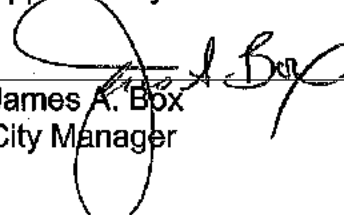
Reviewed by:

  
Allan Rigg, P.E. AICP  
Director of Public Works

Concur:

  
Stephen Parker, CPA  
Assistant City Manager

Approved by:

  
James A. Box  
City Manager

**ATTACHMENTS:**

- (1) Budget Adjustment 2018-27
- (2) Construction Contract

**CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION**

Fiscal Year: 2017-18

Department: Public Works

Requested By: Allan Rigg

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

Availability of Funds: \_\_\_\_\_

Administrative Services Department

BA # 2018-27

Date: June 4, 2018

Title: Public Works Director

Date: June 12, 2018

Title: Assistant City Manager

Administrative Services Department

[illegible]

## JUSTIFICATION

To provide appropriation for painting of the Civic Center and Stanton Library.

Budget Adjustment Request Approved: \_\_\_\_\_

[Signature]  
City Manager

6/12/18  
Date

Date \_\_\_\_\_

[illegible]

\_\_\_\_\_ Date posted \_\_\_\_\_ Entered by \_\_\_\_\_

Entered by

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

# **CITY OF STANTON CONTRACT**

## **Civic Center & Library Painting Project**

### **I.**

This Contract is made and entered into on the 12th Day of June, 2018 by and between the City of Stanton, a California General Law Municipal Corporation ("City") and Dulux Painting Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

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

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated
- D. Payment Bond
- E. Contract Performance Bond
- F. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- G. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- H. Latest Edition, Standard Specifications for Public Works Construction.

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

### **II. BID AMOUNTS**

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$38,000.00.

### **III. BONDS**

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

#### IV. INDEMNITY

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

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

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

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

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

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor



or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

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

## V. INSURANCE

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

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

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

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

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

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

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

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

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

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

## VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of thirty-eight thousand dollars and zero cents (\$38,000.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

## VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within Thirty (30) working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby

represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

#### VIII. MISCELLANEOUS

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

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

#### IX.

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

#### X.

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

#### XI.

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

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

**CITY OF STANTON:**

**[CONTRACTOR]:**

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

By: \_\_\_\_\_  
(Corporate Officer)

Title: \_\_\_\_\_

**ATTEST:**

Print Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Corporate Officer)

**APPROVED AS TO FORM:**

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**NOTARY REQUIRED**

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

## PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS** that:

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

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

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated June 12, 2018 (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

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

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

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be

performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

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

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

**PRINCIPAL:**

By: \_\_\_\_\_

**SURETY:**

By: \_\_\_\_\_

Attorney-in-Fact

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

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

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

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

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

**PAYMENT BOND**  
**(LABOR AND MATERIALS)**

**KNOW ALL PERSONS BY THESE PRESENTS that:**

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has Dulux Painting Inc. (hereinafter designated as the "Contractor"), a contract dated June 12, 2018, for work described as follows:

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

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

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

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



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

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

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

PRINCIPAL:

By: \_\_\_\_\_

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

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

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

## **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

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

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

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

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

Date \_\_\_\_\_ Signature \_\_\_\_\_

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

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

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

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

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

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

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

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

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

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

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

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

Public Contract Code § 20103.5:

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

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

License no.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

## **INSURANCE REQUIREMENTS**

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

## WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

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

---

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

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

2. The insureds under such policy or policies are: \_\_\_\_\_

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

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
---------------	----------------	-----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

By: \_\_\_\_\_  
Its Authorized Representative

## ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

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

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

**OFFICIAL TITLE OF PROJECT:** \_\_\_\_\_

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

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



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

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

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

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

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

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

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

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

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

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

Executed \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

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

Phone No.: ( ) \_\_\_\_\_

## ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

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

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

OFFICIAL TITLE OF PROJECT: \_\_\_\_\_

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows: The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

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

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

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

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

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

TYPE OF COVERAGES TO WHICH  
LIMITS OF  
THIS ENDORSEMENT ATTACHES  
LIABILITY

POLICY PERIOD  
FROM/ TO

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

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

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

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

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

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

Executed \_\_\_\_\_, 20\_\_\_\_\_

Signature of Authorized Representative

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

Phone No.: ( ) \_\_\_\_\_

## ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

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

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

### OFFICIAL TITLE OF PROJECT:

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

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

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

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

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

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

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

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

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

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

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

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

TYPE OF COVERAGES TO WHICH  
LIMITS OF  
THIS ENDORSEMENT ATTACHES  
LIABILITY

POLICY PERIOD  
FROM/TO

- ☐ Following Form  
☐ Umbrella Liability  
☐

10. Applicable underlying coverages:  
INSURANCE COMPANY  
AMOUNT

POLICY NO.

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

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

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

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

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

Executed \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

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

Phone No.: ( ) \_\_\_\_\_

## **PREVAILING WAGES**

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

## **WAGE RATES AND LABOR CODE REQUIREMENTS**

### **Apprentices**

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

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

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

## LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

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

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

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

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

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

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



## **WAGE RATES AND LABOR CODE REQUIREMENTS**

### **Wage Rates:**

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

### **Apprentices**

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

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

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

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

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fair share and competitive grant funds. The Public Works Department has prepared all the requested documents and is prepared to submit them to OCTA upon approval by the City Council.

### **RECOMMENDED ACTION:**

1. Find the submittal, adoption, and resolution exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. City Council adopts the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2018-19 through 2024-25; and
3. Submits the Maintenance of Effort Reporting Form and supporting documentation for the City of Stanton to OCTA, and direct the Director of Administrative Services to certify this form; and
4. Directs the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3. The eligibility submittal consists of:
  - a. Measure M Seven-Year Capital Improvement Program.
  - b. The Maintenance of Effort Reporting Form.
  - c. The Land Use Element of the City's General Plan.
  - d. Measure M Eligibility Checklist.

## **BACKGROUND:**

In November of 1990, the voters of Orange County approved Measure M, the Revised Traffic Improvement and Growth Management Ordinance. Measure M created a fund for transportation improvements to mitigate traffic impacts generated by existing and proposed development. Measure M authorized the imposition of an additional half-cent retail transaction and use tax for a period of twenty (20) years. In November of 2006, renewed Measure M2 was approved by the voters of Orange County, extending the program thirty (30) years.

## **ANALYSIS/JUSTIFICATION:**

Funds identified as M2 fair share funds are used on local and regional transportation improvement and maintenance projects. Other M2 funds, for transportation related projects, are made available through several competitive programs included in the Combined Transportation Funding Program (CTFP).

The Board of Supervisors of Orange County has designated the OCTA as the Local Transportation Authority. To be eligible to receive M2 fair share and CTFP funds, the Orange County Transportation Authority (OCTA) must find that the City has satisfied specific requirements on an annual basis. Some items must be renewed or resubmitted annually and some biannually. This year the City of Stanton must submit the following items to OCTA in compliance with LTA Ordinance No. 3 by June 30, 2018:

- A. Measure M Seven-Year Capital Improvement Program.
- B. The Maintenance of Effort Reporting Form.
- C. The Land Use Element of the City's General Plan.
- D. Measure M Eligibility Checklist.

A summary explanation of items "A" through "D" is included below:

### **A. MEASURE M SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM**

The City Council adopts a comprehensive seven-year CIP each year. Staff has prepared an updated seven-year CIP specifically for the transportation facility improvement projects in a form consistent with the latest requirements of OCTA. A summary of the updated seven-year CIP is shown in Table 1.

**Table 1 - Updated Seven-Year CIP**

<b>No.</b>	<b>Project</b>	<b>Program Year</b>	<b>Estimated Cost</b>
1	Citywide Pavement Rehabilitation	FY 2018-2024	\$2,310,000
2	Citywide Sidewalk Repair	FY 2018-2024	\$700,000
3	Citywide Slurry Seal	FY 2018-2024	\$1,400,000
4	Environmental Cleanup Program - Catch Basin Inserts	FY 2018-2024	\$58,878
5	Traffic Signal Improvements	FY 2018-2024	\$2,275,000

#### **B. MAINTENANCE OF EFFORT REPORTING FORM**

Local jurisdictions may not use local fair share or additional gas tax funds to replace existing revenues being used for transportation improvement programs. The purpose of these funds is to supplement existing expenditures of funds for transportation projects. Therefore, the City is required to maintain a predetermined minimum level of Maintenance of Effort (MOE) General Fund expenditures for the maintenance of local streets and roads in order to retain eligibility. The MOE benchmark for the City of Stanton is \$245,213. The soon to be adopted FY2018/19 budget contains a General Fund expenditure for public works/transportation related costs, which exceeds the baseline MOE requirements.

The MOE Reporting Form must be approved by action of the City Council directing the Director of Administrative Services to certify this form.

#### **C. THE LAND USE ELEMENT OF THE CITY'S GENERAL PLAN**

This section of the City's General Plan includes land use planning strategies that are consistent with OCTA's goals for accommodating transit and non-motorized transportation in the County. A letter outlining land use planning strategies that accommodate transit and non-motorized transportation with relevant excerpts from the General Plan must be submitted to OCTA.

#### **G. MEASURE M ELIGIBILITY CHECKLIST**

To assist agencies in complying with Measure M, OCTA has developed checklists to clarify requirements. Staff has completed the checklist and it will be transmitted with all other documents as required by OCTA. It is recommended that these checklists be received and filed for transmitting with other required Measure M documents.

**FISCAL IMPACT:**

Eligibility for M2 funding will allow the City of Stanton to continue to receive M2 fair share funds and Gas Tax funds. Additionally, the City of Stanton remains eligible to receive funding for the numerous competitive grants secured within M2.

**ENVIRONMENTAL IMPACT:**

The submittal, adoption, and resolution exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

**LEGAL REVIEW:**

None.

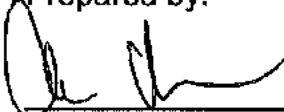
**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 - Provide a quality infrastructure.

Prepared by:



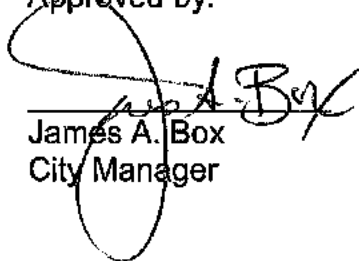
Allan Rigg, P.E., AICP  
Director of Public Works/City Engineer

Concur:



Stephen Parker, CPA  
Assistant City Manager

Approved by:



James A. Box  
City Manager

**Attachments:**

- A. Measure M Seven-Year Capital Improvement Program.
- B. The Maintenance of Effort Reporting Form.
- C. The Land Use Element of the City's General Plan.
- D. Measure M Eligibility Checklist.

# Attachment A



## Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2018/2019 through 2024/2025

Agency: Stanton  
Project Name: Citywide Pavement Rehabilitation  
Project Limits: Various locations throughout the City.  
Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Pavement rehabilitation of various roads throughout the City.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	21.65	\$357,143	\$375,841	Capital Project Fund
M2 LFS	78.35	\$1,292,857	\$1,360,544	
		\$1,650,000	\$1,736,385	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	Estimated Cost	Projected Cost
E	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$0	\$0	\$150,000	\$150,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$0	\$0	\$1,500,000	\$1,586,385
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$330,000	\$330,000	\$330,000	\$330,000	\$330,000	\$0	\$0	\$1,650,000	\$1,736,385

Agency: Stanton  
Project Name: Citywide Sidewalk Repair  
Project Limits: Various locations throughout the City.  
Project Number: N/A

Type of Work (TOW): Pedestrian

TOW Description: Reconstruction or rehabilitation of sidewalk

Project Description: Various concrete improvements to repair damaged sidewalk, curb and gutter, and to construct new pedestrian accessibility ramps.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 LFS	100.00	\$500,000	\$525,916	
		\$500,000	\$525,916	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	Estimated Cost	Projected Cost
E	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$0	\$0	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$0	\$0	\$450,000	\$475,916
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0	\$0	\$500,000	\$525,916

## Measure M

Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2018/2019 through 2024/2025

Agency: Stanton  
Project Name: Citywide Slurry Seal  
Project Limits: Various locations throughout the City.  
Project Number: N/A  
Type of Work (TOW): Road Maintenance  
TOW Description: Slurry seal of roadway  
Project Description: Apply slurry seal to various roads throughout the City.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$1,000,000	\$1,051,831	
		\$1,000,000	\$1,051,831	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	Estimated Cost	Projected Cost
E	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$0	\$0	\$900,000	\$951,831
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0	\$0	\$1,000,000	\$1,051,831

Agency: Stanton  
Project Name: Environmental Cleanup Program - Catch Basin Inserts  
Project Limits: Citywide  
Project Number: 13-STAN-ECP-3697  
Type of Work (TOW): Environmental Cleanup  
TOW Description: Automatic Retractable Screen and other debris screens or inserts  
Project Description: Retrofit existing catch basins with new screens.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$39,252	\$39,252	
		\$39,252	\$39,252	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$9,813	\$9,813	\$9,813	\$9,813	\$0	\$0	\$0	\$39,252	\$39,252
	\$9,813	\$9,813	\$9,813	\$9,813	\$0	\$0	\$0	\$39,252	\$39,252

Seven Year Capital Improvement Program (Sorted by Project Name)  
Fiscal Years 2018/2019 through 2024/2025

Agency: Stanton

Project Name: Traffic Signal Improvements

Project Limits: Various Locations with the City

Project Number: N/A

Type of Work (TOW): Traffic Signals

TOW Description: Replace and upgrade traffic signals and equipment

Project Description: Replace and upgrade traffic signals and equipment.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	50.00	\$912,500	\$855,693	
M2 LFS	50.00	\$812,500	\$855,693	
		\$1,625,000	\$1,711,385	

Project Phase	18/19	19/20	20/21	21/22	22/23	23/24	24/25	Estimated Cost	Projected Cost
E	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$0	\$0	\$125,000	\$125,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$0	\$0	\$1,500,000	\$1,585,385
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$325,000	\$325,000	\$325,000	\$325,000	\$325,000	\$0	\$0	\$1,625,000	\$1,711,385

# Attachment B



## APPENDIX J

### Maintenance of Effort (MOE) Reporting Form

**Jurisdiction:** City of Stanton

**Type of GENERAL FUND Transportation Expenditures:**

Please attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
MAINTENANCE	\$ 115,899.00
Subtotal Maintenance	\$ 115,899.00

CONSTRUCTION	Total Expenditure
Subtotal Construction	\$ -

INDIRECT/OTHER	Total Expenditure
PERSONNEL	\$ 162,240.00
Subtotal Indirect/Other	\$ 162,240.00

Total General Fund Transportation Expenditures \$ 278,139.00

(Less Total MOE Exclusions<sup>1</sup>) \$ -

**MOE Expenditures** \$ 278,139.00

**MOE Benchmark Requirement** \$ 245,213.00

**(Shortfall) / Surplus** \$ 32,926.00

**Certification:**

I hereby certify that the City/County of STANTON has budgeted and will meet the Maintenance of Effort (MOE) requirement for Fiscal Year 18/19.

Stephen Parker  
Finance Director Signature

Stephen Parker  
Finance Director (Print Name)

5/22/18  
Date

<sup>1</sup>Funding sources include Measure M, federal, state, redevelopment, and bond financing.

**CITY OF STANTON  
EXPENDITURE SUMMARY  
STREET MAINTENANCE**

General Fund - 101	Actual	Actual	Budget	Budget
Street Maintenance - 3500	2015-16	2016-17	2017-18	2018-19

Salaries & Wages	\$ 82,519	\$ 83,502	\$ 99,462	\$ 106,829 (A)
Benefits	32,384	35,443	48,980	55,611 (A)
Equipment & Supplies	31,072	60,010	45,000	44,500 (U)
Repairs and Maintenance	563	1,077	2,000	2,000
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	31,417	24,787	32,000	40,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	19,102	19,843	25,168	29,399 ✓
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total</b>	<b>\$ 197,057</b>	<b>\$ 224,863</b>	<b>\$ 252,610</b>	<b>\$ 278,139</b>

8-8 = 162,240

8-8 = 115,799

	Actual	Actual	Actual	Budget
PERSONNEL	2015-16	2016-17	2017-18	2018-19
Administrative Clerk FT*	-	-	-	0.05
Administrative Clerk PT*	-	0.025	0.025	-
Engineering Assistant	0.20	0.10	0.10	0.10
Facilities Maint Worker I PT	0.26	0.26	0.25	0.125
Facilities Maint Worker II	0.25	0.20	0.20	1.10
Facilities Maint Supervisor	0.20	0.30	0.30	0.30
Public Works Director	0.20	0.130	0.125	0.05
<b>Total Personnel</b>	<b>1.11</b>	<b>1.02</b>	<b>1.00</b>	<b>1.725</b>

## Exhibit 2: MOE Benchmark by Local Jurisdiction

Local Jurisdiction	MOE Benchmark
Aliso Viejo	\$ 462,004
Anaheim	\$ 10,058,292
Brea	\$ 719,028
Buena Park	\$ 3,743,072
Costa Mesa	\$ 7,383,205
Cypress	\$ 3,117,765
Dana Point	\$ 1,313,011
Fountain Valley	\$ 1,342,115
Fullerton	\$ 3,785,870
Garden Grove	\$ 3,378,344
Huntington Beach	\$ 5,607,203
Irvine	\$ 7,050,145
La Habra	\$ 1,529,313
La Palma	\$ 173,004
Laguna Beach	\$ 1,549,454
Laguna Hills	\$ 310,467
Laguna Niguel	\$ 908,566
Laguna Woods	\$ 89,705
Lake Forest	\$ 194,440
Los Alamitos	\$ 162,506
Mission Viejo	\$ 2,538,900
Newport Beach	\$ 10,871,763
Orange	\$ 2,917,858
Placentia	\$ 660,496
Rancho Santa Margarita	\$ 390,747
San Clemente	\$ 1,135,209
San Juan Capistrano	\$ 422,472
Santa Ana	\$ 7,755,107
Seal Beach	\$ 551,208
Stanton	\$ 245,213
Tustin	\$ 1,455,691
Villa Park	\$ 321,697
Westminster	\$ 1,548,761
Yorba Linda	\$ 2,279,688
Annual Total Orange County	\$ 85,972,319

# Attachment C





**David J. Shawver**  
*Mayor*

**Rigoberto A. Ramirez**  
*Mayor Pro Tem*

**Alexander A. Ethans**  
*Council Member*

**Brian Donahue**  
*Council Member*

**Carol Warren**  
*Council Member*

**James A. Box**  
*City Manager*

June 12, 2018

Joe Alcock  
Section Manager, Measure M Local Programs  
Orange County Transportation Authority  
550 S. Main St.  
P.O. Box 14184  
Orange CA 92863

**Subject: City of Stanton Land Use Planning Strategies**

Dear Mr. Kaur:

One requirement for continued Measure M eligibility is as follows:

"A letter outlining the approach to land use planning strategies or policies that accommodate transit and non-motorized transportation should be provided with supporting General Plan excerpts. Policy summaries that directly tie land use planning to alternative modes are required."

The following excerpts from our General Plan are provided to comply with this requirement:

Chapter 8 – Regional Coordination - Goal RC-2.1 Develop and maintain an effective Growth Management Plan that operates to the advantage of both the city of Stanton as well as the County and regional level.

Action RC-2.1.7 (a) - Promote housing locations near and/or within employment centers to enable shorter commutes and encourage transit-oriented mobility.

Action RC-2.1.7 (b) - Support the development of diverse types of public and private transit services to facilitate travel.

Action RC-2.1.7 (c) - Encourage higher density and/or mixed-used development along major transit corridors and transit stops.

Chapter 5 – Infrastructure and Community Services - Goal ICS-1.2 Encourage alternatives to the private automobile by increasing access and opportunities to public transit, as well as to other alternative modes of transportation, such as biking and walking.



**David J. Shawyer**  
*Mayor*

**Rigoberto A. Ramirez**  
*Mayor Pro Tem*

**Alexander A. Ethans**  
*Council Member*

**Brian Donahue**  
*Council Member*

**Carol Warren**  
*Council Member*

**James A. Box**  
*City Manager*

Action ICS-1.2.1 (h) As part of the plan review of future development proposals, the demand for vehicular, pedestrian, bicycle, and other transportation modes shall be reviewed and the city shall determine the appropriate modes applicable to each development project that assist in accomplishing goal ICS-1.2.

If you have any questions, please contact me at (714) 890-4203.

Sincerely,

A handwritten signature in black ink, appearing to read "Allan Rigg", with a long horizontal flourish extending to the right.

**Allan Rigg**  
Director of Public Works / City Engineer  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

7800 Katella Avenue  
Stanton, CA 90680  
Phone (714) 379-9222  
Fax (714) 890-1443  
[www.ci.stanton.ca.us](http://www.ci.stanton.ca.us)



### CHAPTER 5

#### A. INTRODUCTION

Infrastructure and community services are the underlying components of a well-functioning community. Poorly maintained or inadequate infrastructure can impede the well-being of the community and impair public health and safety.

Local governments can promote appropriate levels of infrastructure by establishing favorable parameters for traffic levels of service (LOS), pedestrian safety, water supply, and solid waste and wastewater removal. Local governments can also promote the expansion of educational facilities, library services, civic events, and other public services. Therefore, the purpose of the Infrastructure & Community Services Element is to:

- Identify the strengths, opportunities, and key issues of the city's infrastructure and public service systems.
- Establish goals, strategies and actions affecting infrastructure and public services.
- Provide a framework for determining appropriate infrastructure improvements and expansion of public services.
- Provide a framework for providing sufficient infrastructure and public services to meet the existing and future needs of the city of Stanton.

The Infrastructure & Community Services Element is to be used as a policy guide for infrastructure and public service improvements by decision makers, city staff, and the community. This Element is closely related to other elements of the Stanton General Plan, especially the Community Development Element. The Community Development Element provides the designations for residential, commercial, industrial and public uses throughout the city, which all require sufficient infrastructure and community services to function properly.

#### B. BACKGROUND

##### TRANSPORTATION

Transportation issues are closely related to other elements of the General Plan, such as the Circulation Element, Land Use Element, Housing Element, Community Health and Safety Element, Community Design Element, and Economic Development Element. With the near build out of the city and the limited space available for transportation related improvements, several key issues arise, including:

- What steps can the city take to best plan for the impacts of the Smart Street Program on Beach Boulevard and Katella Avenue?
- How can the traffic flows along Beach Boulevard and Katella Avenue be improved without negatively affecting businesses within the city?
- How can access from local neighborhoods to the major arterials be improved?
- How can access from major arterials to adjoining businesses be improved?
- What measures can be taken to improve pedestrian safety along major arterials?



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**Action ICS-1.1.2 (c)**

Revise parking policies to allow for increased flexibility with parking standards, encourage shared parking between uses, and facilitate the establishment of parking districts to manage and maintain off-street parking locations.

**Action ICS-1.1.2 (d)**

Maintain level of service (LOS) D or better on city streets and LOS E or better for CMP or Smart Street roadways.

**Action ICS-1.1.2 (e)**

Review and determine if there are corridors or intersections where a future operating condition of LOS E may be acceptable if the impact of the mitigation to address that condition would prohibit other important goals from being achieved.

**Strategy ICS-1.1.3**

Integrate OCTA's Smart Street Program with improvements and modifications, such as lot consolidation, coordinated planning of adjacent properties, and driveway consolidation.

**Action ICS-1.1.3 (a)**

Ensure improvements and modifications to streets are efficiently integrated within the Smart Street Program.

**Action ICS-1.1.3 (b)**

Establish a sign program that is integrated with the Smart Street Program, and includes sign consolidation and directional signs design.

---

**Goal ICS-1.2**

Encourage alternatives to the private automobile by increasing access and opportunities to public transit, as well as to other alternative modes of transportation, such as biking and walking.

---

**Strategy ICS-1.2.1**

Capitalize on the economic development and community revitalization potential of transit operations.



## INFRASTRUCTURE & COMMUNITY SERVICES

### **Action ICS-1.2.1 (a)**

Study the planning and development implications of a regional light rail stop in downtown Stanton.

### **Action ICS-1.2.1 (b)**

Encourage transit supportive uses at key locations, as well as provide appropriate buffers between transit areas and adjoining uses.

### **Action ICS-1.2.1 (c)**

Require that major roadway projects consider planning for future transit corridors and uses, such as bus rapid transit and future light rail opportunities.

### **Action ICS-1.2.1 (d)**

Within future design guidelines documents provide appropriate mitigation for the impacts of future light rail uses, such as landscape buffers, urban design consideration and noise mitigation.

### **Action ICS-1.2.1 (e)**

Develop a citywide framework plan for improving transit.

### **Action ICS-1.2.1 (f)**

Prepare a Specific Plan or master plan for mixed-use/transit-oriented development at the Pacific Electric Corridor and Beach Boulevard.

### **Action ICS-1.2.1 (g)**

Prepare and adopt a Bicycle Master Plan.

### **Action ICS-1.2.1 (h)**

As part of the plan review of future development proposals, the demand for vehicular, pedestrian, bicycle, and other transportation modes shall be reviewed and the city shall determine the appropriate modes applicable to each development project that assist in accomplishing goal ICS-1.2.



### CHAPTER 8

#### A. INTRODUCTION

The city of Stanton is located in one of the country's most dynamic metropolitan areas. The city lies within a vast interconnected region that includes the cities and counties comprising southern California. Given many issues that affect the city of Stanton also affect the region as a whole, the city, while focused on meeting the needs of its residents and businesses, also recognizes its regional role. Coordinating Stanton's city planning, county, regional and state bodies is essential to maintain intergovernmental relations to foster a positive economic and political environment.

The goal of the Regional Coordination Element is to recognize the depth and breadth of interconnectivity among local jurisdictions in the region and promote coordination in relation to issues such as housing, circulation, land use, and air quality. This element serves to recognize the need to participate in and influence the plans and programs operating on a scale larger than the city of Stanton.

Based on this goal, this Element has been subdivided into three components: housing, growth management, and air quality. The housing section addresses the regional context of housing, as a separate but related component of the Housing Element. The growth management section addresses regional circulation, land use issues and Measure M, which are also addressed on a citywide level in the Community Development and Infrastructure & Community Services Elements. The air quality section addresses the city's regional role in addressing the quality of air and outlines goals and policies to limit the release of pollutants.

#### B. BACKGROUND

During the early 1990s, local jurisdictions in Orange County formed a structure for countywide coordination. Through a tier of policy, technical and executive advisory groups, emerging issues such as congestion management and air quality improvements are addressed. Coordinated jointly by the Orange County Division of the League of California Cities and the County of Orange, this mechanism has enabled cities to benefit from combined analysis, yet retain the ability to take individual policy positions as desired. Other regional planning agencies and groups include the Southern California Association of Governments (SCAG), the Southern California Air Quality Management District (SCAQMD), and the Orange County Local Agency Formation Commission (OC LAFCO).

#### HOUSING

Housing is an issue of statewide importance. The city of Stanton acknowledges its significance by not only addressing the city's commitment to providing adequate opportunities for housing development for its current and future residents in the General Plan Housing Element, but also by addressing the issue as a regional matter in the Regional Coordination Element.

With high property values, fluctuating interest rates and real income growth lagging behind costs of living, the state and county's housing affordability gap continues to widen. To ease the burdens of mortgages and rents, many families have decided to share homes. This has resulted in strains



on the infrastructure and on public services. Other families have sought less expensive housing in the Inland Empire, while maintaining their employment in Orange County; as a result, freeway congestion has increased, family budgets are increasingly impacted by transportation costs, and air quality has declined. Attracting workforce for local businesses within the region is a growing challenge.

To address the issue of affordable housing, the city of Stanton is committed to meeting its Regional Housing Needs Assessment (RHNA) goals. However, as a built-out city, Stanton must rely primarily on infill development to meet its housing needs. As such, the reuse and redevelopment of underutilized properties provide the greatest opportunity for housing within the city.

## **GROWTH MANAGEMENT**

Less than one percent of the city's area remains vacant, some of which is utilized as greenbelts or may be lying vacant as a brownfield. The majority of recent development in the city has therefore involved the recycling of older uses into new more efficient uses. For Stanton, growth management involves the efficient and productive reuse of these parcels in an orderly manner, benefiting current and future residents.

Orange County voters, in 1990, approved Measure M, a 20-year program for transportation improvements. Upon approval of Measure M, cities were required to develop a Growth Management Plan as part of their General Plans, which ensures that development is based upon the city's ability to provide an adequate circulation system and public facilities. This section of the Regional Coordination Element is designed to meet the requirements of Measure M and also the overall goal of managing growth sensibly within the city.

The Measure M-mandated Growth Management Plan distinguishes between "developed" and "developing" communities. Developed communities are assumed to have their public facilities in place to support envisioned development through the Land Use Element (in Stanton, the Community Development Element) of the General Plan, but may require new or improved transportation facilities to implement their Circulation Element (in Stanton, the Infrastructure and Community Services Element) and absorb regional impacts. The communities are only required to address transportation-related growth impacts. Developing communities are assumed to need additional public facilities to support the General Plan land uses, police, fire, parks, flood control, and other local needs. For Measure M purposes, the city of Stanton is a "developed" city.

Measure M, funded by a half-cent sales tax, allocates all revenues to local jurisdictions for local and regional transportation improvement and maintenance projects, within Orange County, in three major areas: freeways, streets, roads, and transit. By 2011, Measure M will have made possible nearly \$4.2 billion worth of transportation improvements including the following:

- New lanes added to the Santa Ana (I-5), Costa Mesa (SR-55) and Riverside (SR-91) Freeways;
- A wider "El Toro Y," where the San Diego Freeway (I-405) and Santa Ana Freeway (I-5) join;
- Launch of Metrolink commuter rail service and building new stations;
- Bus discounts for seniors and the disabled, and;
- About \$1.5 billion allocated for widening and street repair.



Since 1990, the city of Stanton has received more than \$11.3 million in funding, of which \$3.7 million was used to fill potholes, maintain streets, synchronize traffic signals, and resurface some roads. Future improvements include improvements to the intersection of Beach Boulevard and Stanford Avenue and widening and enhancing Knott Avenue with new medians, bike lanes, and landscaping.

Other funding monies will be used to fund GO LOCAL projects within the city. On August 14<sup>th</sup>, 2006, Orange County Transportation Authority Board of Directors approved a sample Cooperative Agreement and the Evaluation Criteria for the first two steps of the four-step GO LOCAL process for Orange County cities to develop their own transit vision to extend accessibility to Metrolink into their communities. The city has yet to formally submit a funding request to OCTA, however the new Buena Park Metrolink Station and the TOD study both provide a possibility for funding.

On November 7, 2006, Orange County voters approved the renewal of Measure M. The Renewed Measure M program will provide more than \$11.8 billion to improve transportation in Orange County over a 30-year period beginning in 2011.

The \$11.86 billion Renewed Measure M plan includes:

- More than \$1 billion to expand Metrolink commuter-rail service in Orange County, including station improvements and grade separations;
- \$1 million for new transit links between Metrolink stations and major activity centers;
- Nearly \$340 million to enhance transit service for seniors and the disabled;
- \$5 billion to reduce congestion and improve traffic flow on local freeways;
- Nearly \$4 billion to improve city streets and synchronize traffic signals countywide, and;
- Nearly \$240 million to clean up road runoff that pollutes waterways and beaches.

To receive these funds, the city of Stanton has adopted the following policies and programs:

- Growth Management Element to coordinate and reduce traffic congestion and ensure that adequate transportation facilities are provided for existing and future residents of the City and County;
- Development Mitigation Program to ensure all new development pays a share of the costs associate with public infrastructure and services needed to mitigate the project-related impacts;
- Performance Monitoring Program (PMP) to monitor compliance with the established development phasing program. The intent is to ensure that public facilities improvements/ service enhancements or funding are provided for development to proceed;
- Comprehensive Phasing Program to ensure that infrastructure is provided commensurate with development, ensuring that development impacts are mitigated before exceeding establishment thresholds. The city of Stanton fulfills this phasing provision through its Capital Improvement Program (CIP) and project review process;
- Transportation Demand Management (TDM) Ordinance to promote alternate work hours, park and ride facilities, carpools, vanpools, telecommuting and other traffic reduction strategies;
- Deficient intersections list as part of the inter-jurisdictional planning efforts, and;





- Housing and redevelopment incentives program to address a balanced approach to housing options and job opportunities.

## **AIR QUALITY**

### **Environmental Setting**

#### **South Coast Air Basin**

The South Coast Air Basin (Basin), in which the city of Stanton is located, is characterized as having a "Mediterranean" climate (a semi-arid environment with mild winters, warm summers, and moderate rainfall). The Basin is a 6,600-square mile area bounded by the Pacific Ocean to the west and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. The Basin includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties, in addition to the San Geronio Pass area in Riverside County; refer to Exhibit 4 (California Air Basins) for an illustration of the air basins in California. Its terrain and geographical location determine the distinctive climate of the Basin, as the Basin is a coastal plain with connecting broad valleys and low hills.

The general region lies in the semi-permanent high-pressure zone of the eastern Pacific. As a result, the climate is mild, tempered by cool sea breezes. The usually mild climatological pattern is interrupted infrequently by periods of extremely hot weather, winter storms, or Santa Ana winds. The extent and severity of the air pollution problem in the Basin is a function of the area's natural physical characteristics (weather and topography), as well as man-made influences (development patterns and lifestyle). Factors such as wind, sunlight, temperature, humidity, rainfall, and topography all affect the accumulation and/or dispersion of pollutants throughout the Basin.

#### **Regulatory Framework**

Regulatory oversight for air quality in the Basin rests at the regional level with the South Coast Air Quality Management District, the California Air Resources Board at the State level, and the Environmental Protection Agency Region IX office at the Federal level.

Air Quality Elements adopted by local jurisdictions, such as the city of Stanton, and the regulations placed on industry by state and regional agencies, primarily the South Coast Air Quality Management District (SCAQMD), the California Air Resources Board (CARB), and Air Pollution Control Districts seek to ensure that the public's health and welfare is protected from these and other harmful contaminants. The CARB is responsible for the classification of air basins as attainment or non-attainment in accordance with the federal and state Clean Air Acts. Air Quality Elements also help to ensure that the standards for ozone and particulate matters are met by the dates stated above.

#### **U.S. Environmental Protection Agency**

The Environmental Protection Agency is responsible for implementing the Federal Clean Air Act, which was first enacted in 1955 and amended numerous times after. The Federal Clean Air Act established Federal air quality standards known as the National Ambient Air Quality Standards. These standards identify levels of air quality for "criteria" pollutants that are considered the maximum levels of ambient (background) air pollutants considered safe, with an adequate margin



opportunities as appropriate and continue to provide incentives for private investments in these areas.

### **Action RC-2.1.6 (b)**

Encourage development of underutilized and vacant infill site where public services and infrastructure are available.

### **Action RC-2.1.6 (c)**

Monitor infrastructure and public facilities plans for major activity centers,

## **Strategy RC-2.1.7**

Develop land use strategies and incentives to reduce the amount of vehicle miles traveled within city limits.

### **Action RC-2.1.7 (a)**

Promote housing locations near and/or within employment centers to enable shorter commutes and encourage transit-oriented mobility.

### **Action RC-2.1.7 (b)**

Support the development of diverse types of public and private transit services to facilitate travel.

### **Action RC-2.1.7 (c)**

Encourage higher density and/or mixed-used development along major transit corridors and transit stops.

### **Action RC-2.1.7 (d)**

Encourage employment centers to provide support uses and services such as restaurants, retail uses, shuttle services to shopping areas, and child-care facilities in order to reduce vehicle trips.

### **Action RC-2.1.7 (e)**

Monitor effectiveness of the city's Transportation Demand Management Ordinance and make appropriate revisions.

# Attachment D



## APPENDIX D

### Eligibility Checklist

Jurisdiction:	City of Stanton
---------------	-----------------

Capital Improvement Program (CIP)		YES	NO
1.	Did you submit your draft or adopted Measure M2 (M2) seven-year CIP to OCTA by June 30?	X	<input type="checkbox"/>
	a. Did you utilize the required OCTA CIP database?	X	<input type="checkbox"/>
	b. Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance and environmental clean-up commitments?	X	<input type="checkbox"/>
	c. Are there any non-transportation related projects included in your M2 CIP?	<input type="checkbox"/>	X
	d. Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	X	<input type="checkbox"/>
	e. The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: 6/12/2018 *Must be prior to July 31		

Maintenance of Effort (MOE)		YES	NO
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	X	<input type="checkbox"/>
	a. Did you provide supporting budget documentation?	X	<input type="checkbox"/>
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	X	<input type="checkbox"/>

Pavement Management Program (PMP)		YES	N/A
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? If you are not required to submit a PMP update, check N/A. Refer to Exhibit 3 for PMP submittal schedule.	<input type="checkbox"/>	X
	a. If yes, did you use the current PMP Submittal Template (Appendix F)?	<input type="checkbox"/>	X
	b. If yes, is the PMP consistent with the OCTA Countywide Pavement Management Program?	<input type="checkbox"/>	X
4.	If you answered "N/A" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	X	<input type="checkbox"/>

Resolution of Master Plan of Arterial Highways (MPAH) Consistency		YES	N/A
5.	Did you submit a resolution demonstrating consistency with the MPAH?	<input type="checkbox"/>	X
	a. Have you enclosed a figure representing your most current circulation element?	<input type="checkbox"/>	X
6.	If the requirement is not due as part of the current cycle, has there been an update to the circulation element since the last report period? If yes, include a copy of the latest circulation element.	<input type="checkbox"/>	X

Local Signal Synchronization Plan (LSSP)		YES	N/A
7.	Did you submit an update to the LSSP as part of the current cycle?	<input type="checkbox"/>	X
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master	X	<input type="checkbox"/>



## APPENDIX D

### Eligibility Checklist

	Plan?		
--	-------	--	--

Time Limits for Use of Net Revenues		YES	NO
8.	Has your jurisdiction complied with the three-year time limit for the use of Net Revenues over the last year per the requirements outlined in the Ordinance?	X	<input type="checkbox"/>
	a. If no, has a time extension been requested through the semi-annual review process for funds subject to expiration?	<input type="checkbox"/>	<input type="checkbox"/>

Supplanting of Developer Commitments		YES	NO
9.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	X	<input type="checkbox"/>

Mitigation Fee Program (MFP)		YES	N/A
10.	Does your jurisdiction currently have a defined development impact MFP in place?	<input type="checkbox"/>	X
11.	Has an update to the MFP occurred since the last reporting period?	<input type="checkbox"/>	X
12.	If yes to 11, has your jurisdiction submitted a copy of the current MFP or City Council/ Board of Supervisors approved policy?	<input type="checkbox"/>	X
	a. Have you included a copy of your current impact fee schedule; or	<input type="checkbox"/>	X
	b. Have you provided OCTA with a copy of your mitigation fee nexus study; or	<input type="checkbox"/>	X
	c. Have you provided OCTA with a copy of your City Council/ Board of Supervisors resolution approving the MFP?	<input type="checkbox"/>	X

Planning Strategies		YES	NO
13.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	X	<input type="checkbox"/>
14.	Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the General Plan?	X	<input type="checkbox"/>

Traffic Forums		YES	NO
15.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	X	<input type="checkbox"/>
	If you answered yes, provide date of attendance: 2/6/2018; 9/26/2017		

Congestion Management Program (CMP)		YES	N/A
16.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Allan Rigg  
Name (Print)

Signature

5/21/18  
Date

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA  
DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS  
ADJACENT TO 12775-12975 BEACH BOULEVARD**

### **REPORT IN BRIEF:**

The development of the Village Center Drive commercial area will include landscaping along Beach Boulevard. The California Department of Transportation owns the right of way where the landscaping will be placed. They are requiring that the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner.

### **RECOMMENDED ACTION:**

1. City Council to approve an agreement with the California Department of Transportation to maintain the landscape improvements in the public right of way on Beach Boulevard; and
2. Authorize the Mayor and City Manager to bind the City of Stanton and the California Department of Transportation in said agreement; and
3. Declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping.

### **BACKGROUND:**

As part of the Beach Boulevard Livability Plan requirements, new developments on Beach Boulevard are required to beautify the street with new landscaping. The California Department of Transportation (Caltrans) requires that the City enter into an agreement to maintain said landscaping in the event that the property owner who has installed said landscaping does not maintain it to the Caltrans' standards.

**ANALYSIS/JUSTIFICATION:**

The agreement is a necessary step in the installation of the landscaping on Beach Boulevard. Staff has suggested to Caltrans that a master agreement be developed for all new landscaping on Beach Boulevard to avoid individual agreements for each property, which is time consuming.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

The City Attorney's office has reviewed and approved the agreement. They have recommended that the developer of the property be required to enter into a separate agreement with the City guaranteeing their maintenance of the landscaping.

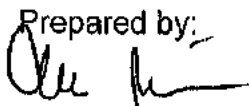
**PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

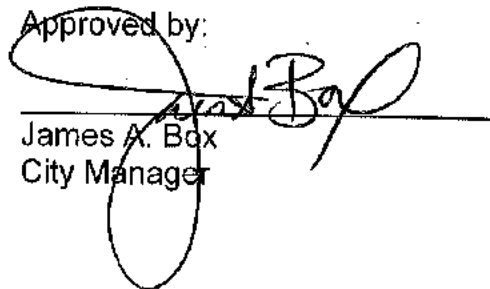
3 - Provide a quality infrastructure.

Prepared by:



Allan Rigg, PE AICP  
Director of Public Works

Approved by:



James A. Box  
City Manager

**Attachment:**

(1) Landscape Maintenance Agreement for Permit 12-18-6MC-0179A

**LANDSCAPE MAINTENANCE AGREEMENT  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON STATE ROUTE 39 WITHIN THE CITY OF STANTON**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Stanton; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 12-18-6MC-0179A.
2. This Agreement addresses CITY responsibility for the landscaping, planting, separate irrigation, mulches, litter and weed removal (collectively the "LANDSCAPING") as well as CITY responsibility for the new reconstructed driveway, curb, gutter, and asphalt patch only at new reconstructed driveway, sidewalk (collectively the "IMPROVEMENTS") placed within State Highway right of way on State Route 39, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
  - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING and IMPROVEMENTS as shown on said Exhibit "A."
  - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the



PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:

- 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
- 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
- 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
- 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
- 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- 2.11. CITY will prevent any flow from 12775-12975 Beach Boulevard to enter STATE right-of-way.
- 2.12. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. CITY shall report all chemical spray operations quarterly (using the most current Form LA - 17) to the STATE at the address below:

Department of Transportation  
District 12, Maintenance  
Maintenance Manager  
1750 East Fourth Street, Suite 100  
Santa Ana, CA 92705

Form LA - 17 is attached hereto as Exhibit "B".

- 2.13. To remove LANDSCAPING, IMPROVEMENTS, and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.14. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- 2.15. To inspect LANDSCAPING and IMPROVEMENTS on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- 2.16. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING and IMPROVEMENTS system component that has become unsafe or unsightly.
- 2.17. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING and IMPROVEMENTS in an expeditious manner.
- 2.18. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING and IMPROVEMENTS.

- 2.19. To allow random inspection of LANDSCAPING, IMPROVEMENTS, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
  - 2.20. To keep the entire landscaped area policed and free of litter and deleterious material. To avoid any trash or debris entering the State right-of-way.
  - 2.21. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
    - 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
    - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
  4. LEGAL RELATIONS AND RESPONSIBILITIES:
    - 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
    - 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING and IMPROVEMENTS to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING and IMPROVEMENTS at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING and IMPROVEMENTS, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
    - 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

5.3. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE along with a signed copy of this Agreement.

5.4. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

6. TERMINATION -This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
7. TERM OF AGREEMENT-This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF STANTON

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Carol Warren  
Mayor

LAURIE BERMAN  
Director of Transportation

Initiated and Approved

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

By: \_\_\_\_\_  
Dina El-Tawansy  
Deputy District Director  
Operations and Maintenance  
District 12

ATTEST:

By: \_\_\_\_\_  
Patricia A. Vazquez  
City Clerk

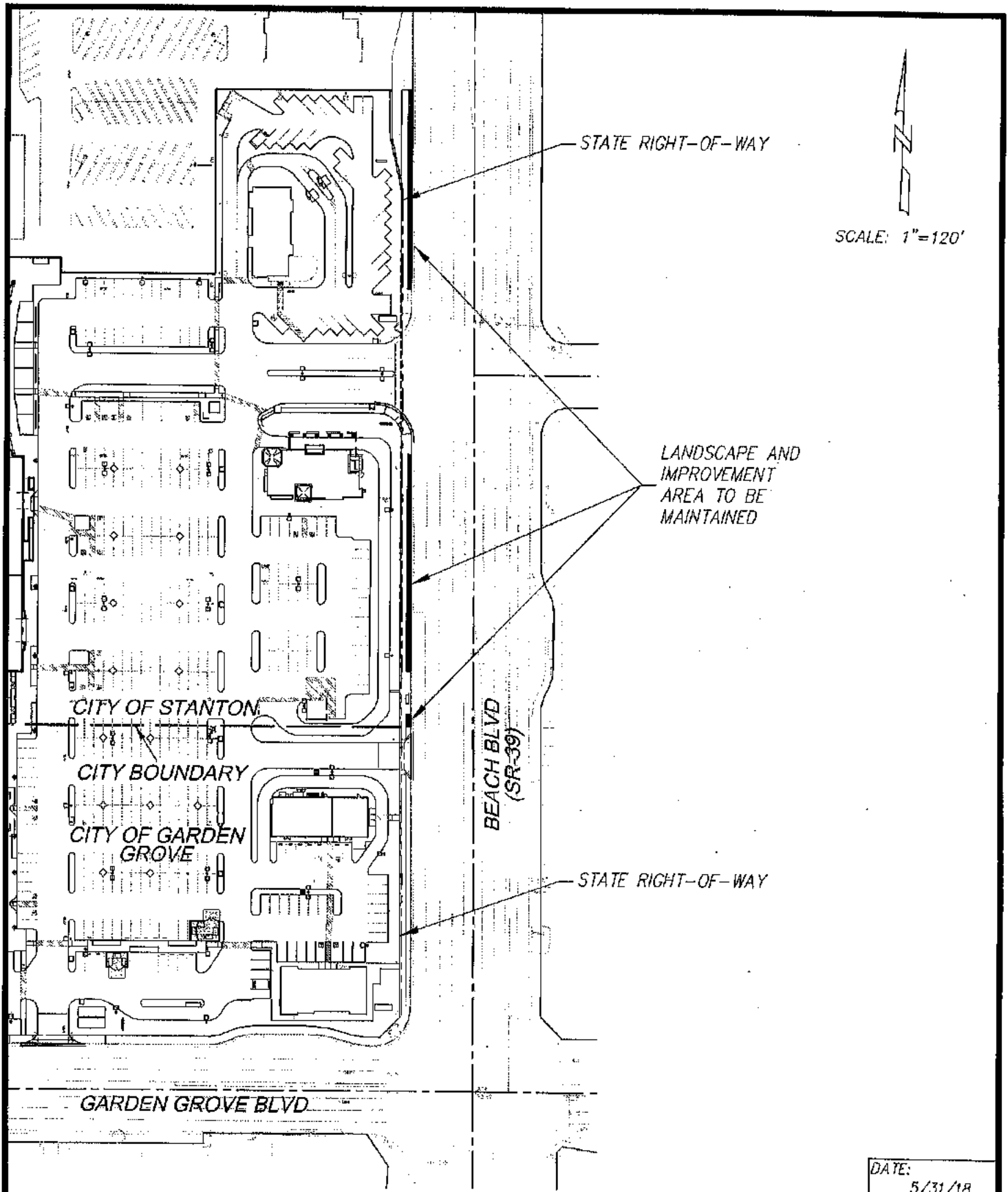
As to Form and Procedure:

By: \_\_\_\_\_  
Mathew E. Richardson  
City Attorney

**EXHIBIT "A"**

**LANDSCAPING AND IMPROVEMENTS**

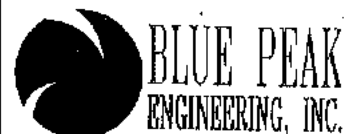
**(ATTACHED)**



**EXHIBIT A - LANDSCAPING AND IMPROVEMENTS**

**CITY OF STANTON  
LANDSCAPE MAINTENANCE AGREEMENT**

CALTRANS PERMIT #12-18-6MC-0179  
BEACH BLVD (SR-39) - PM 8.675-8.854





**EXHIBIT "B"**

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
REPORT OF CHEMICAL SPRAY OPERATIONS (LA – 17 (REV. 04/2001))

(ATTACHED)

**ADA Notice**  
 For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-6410 or TDD (916) 854-3680 or write Records and Forms Management, 1120 N Street, MS-66, Sacramento, CA 95814.

**REPORT OF CHEMICAL SPRAY OPERATIONS**

CONTRACTOR	WEEK ENDING DATE	PROJECT DESCRIPTION			PROJECT NUMBER
CHEMICAL MIXTURE AND PERCENT ACTIVE MATERIAL	A	B	C	D	
WATER RATE					
APPLICATION PER SQUARE FOOT OR ACRE					

CHECK PROPER BOX										PLANTING SPRAYED				PEST KILLED				DESCRIPTION OF AREA (STA., LOOP, ETC.)					
DAY	WINDY	CALM	A.M.	P.M.	CLOUDY	SUNNY	CHEMICAL USED				TREES	SHRUBS	IVY	ICE PLANT	P.M.	GROUND COVER	GRASS		BROAD LEAF	STOLONS	SCALE, MOTH, ETC.	DISEASE	
							A	B	C	D													
MON																							
TUE																							
WED																							
THU																							
FRI																							
SAT																							

RESIDENT ENGINEER COMMENTS:	CONTRACTOR'S REPRESENTATIVE
	COPY TO: DISTRICT _____ MAINTENANCE FOR FILE

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR  
CODE ENFORCEMENT SOFTWARE**

### **REPORT IN BRIEF:**

The implementation of a Code Enforcement software program will allow the City to collect, store and report all code enforcement activity in the City, 24-hours per day and 7-days per week. This valuable tool will assist Code Enforcement Officers by providing case history at specific addresses throughout the city and will facilitate expedited case resolution, communication with other City departments, eliminate duplicative efforts and improve data collection and retention.

### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms 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; and
2. Authorize the City Manager to bind the City of Stanton and Charles Abbott Associates, Inc. in a three-year contract with a two-year renewal option, not to exceed \$36,050 for code enforcement software and related services.

### **BACKGROUND:**

The City of Stanton has historically utilized a manual record keeping system for all Code Enforcement Division functions. Code Enforcement Officers in the field do not have access to case related information that is critical to the successful resolution of cases. The provision of a cloud-based hosted database that allows the City to collect, store and report all code enforcement activity in the City, 24-hours per day and 7-days per week will provide a critical resource for officers in the field.

**ANALYSIS/JUSTIFICATION:**

The transition to a cloud-based hosted database for Code Enforcement data collection and retention will provide a valuable tool in the successful resolution of cases. Providing case history at specific addresses throughout the city will allow Code Enforcement Officers to take the appropriate action, as well eliminate duplicative efforts.

**FISCAL IMPACT:**

The Year 1 cost for the implementation of this program is \$13,500. The following two years will each have a cost of \$5,500, while the cost of years four and five, if the option is exercised, will be \$5,775 each year. Including the two-year renewal option, costs are not to exceed \$36,050.

**ENVIRONMENTAL IMPACT:**

None

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the accompanying Agreement for Consultant Services.

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

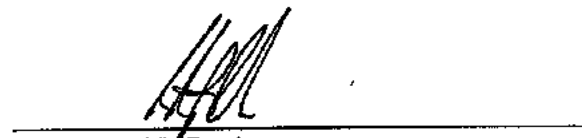
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

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

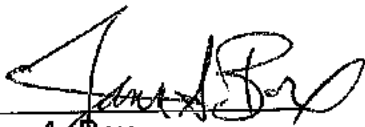
Prepared by:

  
James J. Wren  
Public Safety Services Director


Concurred by:

  
Stephen M. Parker  
Assistant City Manager

Approved by:

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

Reviewed by:

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

**Attachment:**

A. Agreement for Consultant Services

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, is made and effective as of June 12, 2018, between the **City of Stanton**, a California Municipal Corporation ("City") and **Charles Abbott Associates, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **1. TERM**

The term of this Agreement shall be from June 12, 2018 through June 12, 2021, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, in his or her sole discretion, to renew this Agreement annually for no more than two additional one-year terms.

### **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 Safety 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 in accordance with the payment rates and terms and the schedule of payment as set forth herein in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This

amount shall not exceed Thirty Six Thousand Fifty Dollars (\$36,050) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed Three Thousand Six Hundred and Five Dollars (\$3,605.00). Any additional work in excess of this amount shall be approved by the City Council.

**6. SUSPENSION OR TERMINATION OF AGREEMENT**

(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) Consultant may suspend or terminate this Agreement only with cause, which shall be if City fails to make payment to Consultant for services rendered by Consultant under this Agreement. Prior to suspending or terminating the Agreement, Consultant shall provide City with ninety (90) days' prior written notice and allow the City to cure any default within that ninety (90) day period. If City fails to cure within that ninety (90) period, then Consultant shall be entitled to suspend or terminate the Agreement.

(c) 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.

(d) Upon termination, the Code Enforcement Software license shall expire and:

1. City will immediately remove the software from the City's computers and network and destroy or erase all copies of the software and any proprietary information and, upon Consultant's request, confirm destruction of same by signing and returning to Consultant an "Affidavit of Destruction" acceptable to Consultant; and

2. Upon City's request, Consultant will assist in extracting the City data in a format acceptable to both the City and Consultant.

**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.

#### **8.5. SOFTWARE LICENSE**

(a) License. Consultant hereby provides a license to City to use Consultant's Code Enforcement Software. The software shall only be used by City. City shall not sublet, duplicate, or modify said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. Upon termination, the software license shall expire, all copies of the software shall be removed from City's computers and network and all digital copies deleted or otherwise destroyed.

(b) Proprietary Information. As used herein, the term "proprietary information" means any information that relates to Consultant's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any Consultant proprietary information in connection with this Agreement, or otherwise learned or obtained by City in connection with this Agreement. The obligations imposed by this paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

#### **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. Consultant shall have the right to select defense counsel with City's approval, which City shall not unreasonably deny.

**9.5. WARRANTY**

Commencing upon the City's final acceptance of Consultant's Code Enforcement Software, Consultant warrants:

(a) The complete system, including, but not limited to, all software components and software support for one year;

(b) Against defective materials and workmanship for each year that the Code Enforcement Software is covered by maintenance. Calls for warranty and maintenance response time shall be as soon as possible of notification by the City of its need for maintenance services.

**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. 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.

**12. 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.

13. **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.

14. **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.

15. **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.

16. **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.

**17. 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 Avenue  
Stanton, California 90680  
Attention: City Clerk

To Consultant:

Charles Abbott Associates, Inc.  
27401 Los Altos #220  
Mission Viejo, CA 90680

**18. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only [Consultant Name] shall perform the services described in this Agreement.

**19. 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.

20. **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.

21. **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.

22. **CONTENTS OF PROPOSAL**

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

23. **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 A. Vazquez, City Clerk

Approved As To Form:

---

Matthew E. Richardson, City Attorney

## **EXHIBIT A**

### **TASKS TO BE PERFORMED AND SCHEDULE**

#### **1. Code Enforcement Software**

- a. CAA will provide Code Enforcement Software service for the City of Stanton. The software includes a cloud-based hosted database that allows City to collect, store and report all code enforcement activity in the City, 24-hours a day and 7-days a week. The service includes PC and iOS access to the database from desktops and iPad devices.

#### **2. Management Support**

- b. CAA is available to assist the City in evaluating current policies and procedures to enhance the process of the City's code cases.

#### **3. Data Conversion**

- a. CAA can convert the City's existing code enforcement data from its Springbrook database.
- b. The City agrees to provide its current code enforcement data in tab delimited, comma separated file format or another format agreed upon between CAA and the City, along with a file layout detailing the content of the file. This data will be required a minimum of two times during the conversion process. The City understands that the second (and any subsequent) data set must be provided in the same format and layout as the first data set. Any inconsistencies between the first and second data sets will result in a delayed installation date and additional charges for conversion.
- c. The new data set created during this process will be verified and audited for inconsistencies between existing data and the new tables set up by CAA.

#### **4. Implementation**

- a. CAA will work with Stanton to obtain the appropriate computer hardware, mobile devices and OS software needed to adequately access the 84Permits system.
- b. The entire code enforcement system will be hosted on the cloud in an Amazon Web Services datacenter.
- c. Online and/or on-site training will be provided for all Stanton staff that are tasked with providing code enforcement functions in the City. CAA staff will also be available for any follow-up training on an as needed basis.



#### 5. Maintenance Support

- a. The City of Stanton is entitled to maintenance support of the code enforcement system within the cost of this agreement. Maintenance includes fixing any bugs related to the entire software package, consulting on any other services related to the code enforcement system, as well as upkeep and upgrades to any of the Amazon.com servers. Support will be provided as long as this contract is in good standing.
- b. Maintenance Support policy regarding reports. CAA's code system provides a few reports with the installation of the code enforcement software. These reports are pre-installed and fall into one of two categories, standard or custom developed. CAA provides support on standard and custom developed reports. As part of our support, CAA will make "minor" modifications to reports as needed by the City. These minor changes include changing of the logo, phone #, address, signatures, and minor text edits. Other report edits and modifications requested by the City are not covered under the Maintenance Support, and will be developed on a time and material basis at the current rate.

#### 4. Customer Support

- a. Support services are available to the City during the first-year warranty period and during any maintenance year for which the annual maintenance fees have been paid. No fee support from CAA is available as follows:
  - i. For technical support between the hours of 5:00 am and 5:00 pm PST, Monday through Friday, email [help@84works.com](mailto:help@84works.com) or call 1-800-605-3980 offices and ask for software application support. Please include your name, agency, contact number and short description of any issue in emails to [help@84works.com](mailto:help@84works.com). You will be contacted as soon as possible.

### **B. SYSTEM REQUIREMENTS**

#### 1. Desktop and iOS Applications

- a. CAA's code enforcement system is an entirely cloud based solution. Our systems are built on, and bundled with, the FileMaker Pro (FMP) suite of software applications. FileMaker Inc. is a subsidiary of Apple Inc., and CAA will provide a bundled software license to the City for both the code system and FMP. The FMP application will need to be installed on the City's desktops and mobile devices. Any specifications provided below indicate minimum requirements. It is the City's responsibility to ensure that any hardware used to run the FMP application or FMP mobile app meets the installation specifications of the software.
- b. Workstation Specifications: The software will be run on the client workstation. An installer, setup.exe, will need to be run on each client workstation prior to running the software and accessing the code enforcement solution. The hardware requirements below are based on FileMaker specifications and user feedback regarding performance levels:

	Minimum Requirements	Recommended Requirements
Windows	<b>CPU:</b> 1 GHz or faster x86 or x64 <b>RAM:</b> 1 GB <b>OS:</b> Win 7 Pro SP1 or higher	<b>CPU:</b> 2 GHz or faster x86 or x64 <b>RAM:</b> 4 GB or more <b>OS:</b> Win 10 Pro or Enterprise
Mac	<b>RAM:</b> 2 GB <b>OS:</b> El Capitan 10.11 or higher	<b>RAM:</b> 4 GB <b>OS:</b> Sierra 10.12 or higher

- c. **IOS Specifications:** FileMaker Go (FMGo) is a free IOS app that can be downloaded from the iTunes App Store. The latest version of the FMGo app is compatible with IOS devices running 10.2 minimum.
- d. **Network Specifications:** The software is designed to run over high-speed wide area networks at speeds of 10 Mbps or greater. Slower connections can be supported through using terminal services software such as Microsoft Terminal Server, Citrix or Amazon WorkSpace. These technologies allow a workstation to run the application remotely using very little bandwidth.
- e. **Printer Specifications:** The software is designed to work with laser printers and laser printers with IOS Air Print capabilities. Each make and model of printer has different drivers and therefore has slightly different results when printing.

## 2. Internet Browsers

Read only access for the code enforcement system can work in a variety of web browsers. The currently supported list of browsers includes:

- Internet Explorer 11
- Chrome
- Safari

## C. **TIMELINE**

The default timeline for complete implementation (including "Go Live") of the Code Enforcement software is approximately 60 days from the start of implementation. When all parties sign the Code Enforcement Agreement, CAA will immediately work with the City to establish a specific implementation schedule. The final timeline can range from 30 to 60 days. However, the City understands that this timeline will be conditional upon meeting the requirements of the implementation schedule. A sample implementation schedule is as follows:

Day	Task
1-24	Obtain typical municipal code violations and complete basic setup
1-44	Data Conversion
45	Full-Day Training
46-59	Beta roll-out and testing
60	Go Live

## **EXHIBIT B**

### **Compensation**

City shall pay to Consultant the following amounts during the following periods:

Year 1 - \$13,500

Year 2 - \$5,500

Year 3 - \$5,500

If the Agreement is extended by the City Manager as provided in Agreement Section 1, City shall pay to Consultant the following amounts during the following periods:

Year 4 - \$5,775

Year 5 - \$5,775

Not-to-Exceed Total: - \$36,050

<b>FIRST YEAR COSTS</b>		
<b>Description</b>	<b>Cost</b>	<b>Comments</b>
Software License Fee (PC and iOS)	\$3000	5 Users
Setup, Implementation and Training	\$8000	
Data Center Hosting & Annual Support	\$2500	
Data Conversion from existing database	\$0	Optional \$7500
<b>Total First Year Cost:</b>	<b>\$13,500.00</b>	

<b>SECOND YEAR COSTS (Begin on Anniversary of Go Live date)</b>		
Annual Maintenance - Licensing, Hosting & Support for each additional year	\$5500	
<b>Annual Maintenance Cost:</b>	<b>\$5,500.00</b>	

\*Other users already using other modules, like the Permit System, are free of charge.

\*Proposed Maintenance Costs - Year 3 - \$5,500; Year 4 - \$5,775; Year 5 - \$5,775

### 1. Software License Fee

The license fee includes use of the software, five (5) user licenses and all standard forms and reports. Forms include Case Summary, Case List, Case Follow-Up List, Case Report, Violation Report, and three custom letters.

### 2. Setup, Implementation and Training

The implementation fee covers all efforts involved for, setup, installation and configuration of the software. This includes installation support on PC's and iOS, design and programming of basic setup, and configuration of the software.

The cost for additional training is:

- On-site at the City - \$1,600 per day
- Off-site at the CAA - \$125 per hour
- Via the Web- \$125 per hour

### 3. Data Center Hosting and Annual Support

As mentioned, CAA hosts all software services on the cloud with the Amazon Web Services in one of their highly secure datacenters. We also use Amazon Web Services for backing up our servers and provide a rigorous backup schedule that runs every 5-minutes, every hour, every night and every month. Servers used by CAA are only the most up-to-date Windows servers protected by Amazon's world-class firewalls. Cost covers all Windows server license and FileMaker server license.

This code enforcement software is built upon the FileMaker database platform, for which FileMaker Inc. is a subsidiary of Apple Inc. Annual support includes all upgrades and upkeep of servers.

#### 4. Data Conversion (optional)

Data conversion includes up to 30 hours of effort. Most conversions are completed within this time frame. If data conversion exceeds 30 hours, the City agrees to pay the programmer hourly rate for each additional hour.

#### 5. Annual Maintenance – Licensing, Hosting and Customer Support

The annual maintenance fee shall begin at the second year of service. The annual maintenance fee shall be adjusted at the beginning of each anniversary year following the first year of service. The adjustment shall equal the increase in the most recently published annual Consumer Price Index (as published by the Bureau of Labor Statistics) for the surrounding statistical metropolitan area, all urban consumers. Each maintenance fee adjustment shall not be less than two percent (2%) or greater than ten percent (10%).

#### 6. Parcel Management (optional)

CAA can import parcel data into the Code Enforcement module by:

- a. Purchasing the data from the Tax Assessor at a cost of \$2000 (\$1500 for data, \$500 for import work)
- b. Importing parcel data from City provided data set that is in a format acceptable to CAA

#### 7. Customizing Services

The software is a table-driven system and has been developed to meet almost all of the needs of a City with regard to the management, processing and reporting of Code Enforcement. However, should the need occur, CAA is available to provide minor custom enhancements to the software on a pre-determined time and material basis. CAA reserves the right to not make some enhancements that could change the integrity of the software. And no work shall be performed without prior written approval of the City.

#### 8. Payment Schedule

Compensation for contract amount shall be due and payable as follows:

- 50% within 30 days of the effective date of the Code Enforcement Agreement.
- Remaining 50% within 30 days of the "go-live" date.

The maintenance fee will be invoiced each year on the anniversary of the "Go Live" date, and shall be due and payable within 30 days of the invoice date.

#### 9. Pricing Adjustments

All pricing listed in this contract will be honored throughout implementation of the project. Any additional/optional services needed after the "Go Live" date will be provided using the pricing currently established at the time the service is requested.

Any other enhancements to the software can be performed at \$125/hour.

## 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.

**RESOLUTION NO. 2018-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING CITY STAFF TO PARTICIPATE IN THE PLANNING EFFORTS TO ADDRESS COUNTY-WIDE PERMANENT SUPPORTIVE HOUSING**

**WHEREAS**, Orange County is in the midst of a homelessness crisis, with the number of unsheltered homeless individuals increasing by 54 percent in the last five years despite increasing expenditures to combat the issue; and

**WHEREAS**, Permanent Supportive Housing (PSH) is a nationally recognized model for responding to chronic homelessness, with studies showing PSH decreases chronic homelessness by 30% more than traditional, transitional housing or emergency shelter housing; and

**WHEREAS**, a study conducted by United Way, Jamboree Housing, and UCI found that in fiscal year 2014-2015 cities in Orange County spent approximately \$120 million to address homelessness, more than a third of the total \$300 million spent throughout the entire county; and

**WHEREAS**, that same study found that if all of Orange County's chronically homeless individuals were placed in PSH units it would have a cost-savings of \$42 million per year; and

**WHEREAS**, cities and private interests have expressed a desire to collaborate on planning efforts to increase the County-wide supply of PHS units, working together in order to build approximately 2,700 PSH units among the 34 cities in the County and the County unincorporated areas; and

**WHEREAS**, the City of Stanton is a member of the North Service Planning Area (SPA), a regional subsection of the County of Orange's Continuum of Care system to address homelessness and comprised of the cities of Anaheim, Brea, Buena Park, Cypress, La Habra, La Palma, Los Alamitos, Orange, Placentia, Villa Park, and Yorba Linda.

**WHEREAS**, the City Council of the City of Stanton desires for the City to be represented and to participate in the North SPA discussions about PSH units and PSH site locations.

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

**SECTION 1.** The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

**SECTION 2.** The City Council finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will

not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(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).

**SECTION 3.** Stanton City staff is authorized to participate in the North SPA meetings and discussions on the City's behalf about the potential allocations and potential siting locations of PSH units. City staff is not, however, authorized to commit the City to a proposed allocation or plan of site locations unless such allocation or plan is considered and approved by the City Council.

**SECTION 4.** This Resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, 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. 2018-18 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 June 12, 2018, 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 THE CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: APPROVAL OF AGREEMENT BETWEEN THE CITY OF STANTON  
AND TRAUMA INTERVENTION PROGRAMS, INC. (TIP)**

### **REPORT IN BRIEF:**

The group Trauma Intervention Programs, Inc. (TIP) provides counseling and support services to victims of traumatic incidents, such as a death in the family, witnessed violence or catastrophe, and family violence. TIP has a guaranteed 20-minute response time, 24 hours a day, every day of the year. Due to the varying types of situations in which their services are needed, they maintain a staff of volunteer counselors of all ages from teens to seniors, as well as bilingual personnel.

### **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 the one year agreement with Trauma Intervention Programs, Inc.; and
3. Authorize the Mayor to execute the Agreement on the City's behalf.

### **BACKGROUND:**

The City of Stanton has no existing program to handle the personal needs of victims of traumatic incidents, such as guidance, counseling, consoling, or support. In many cases neither Orange County Fire Authority nor Orange County Sheriff's Department-Stanton Police Services personnel have the time or training for such incidents to address the needs of these victims.

TIP is a national nonprofit organization dedicated to ensuring that those who are emotionally traumatized in emergency situations, receive the assistance they need. To accomplish that goal, TIP works closely with local communities to establish emergency services volunteer programs. In these programs, well-trained citizen volunteers are called to emergency scenes to assist family members, witnesses, and other bystanders whom the emergency system often must leave behind.

Since 1985, TIP has established emergency services programs in over 70 cities. In each of these programs, citizen volunteers are demonstrating that given the opportunity, they can play an important role in the emergency response.

**FISCAL IMPACT:**

TIP is a non-profit program and a majority of its personnel are volunteers. They are primarily grant supported, but do charge a small fee for administrative, clerical, and records keep personnel. This fee is based solely on population, and for the City of Stanton, population 38,981 at \$0.12/citizen/year, the annual fee would be \$4,678.00, which is included in the FY 2018-19 budget.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

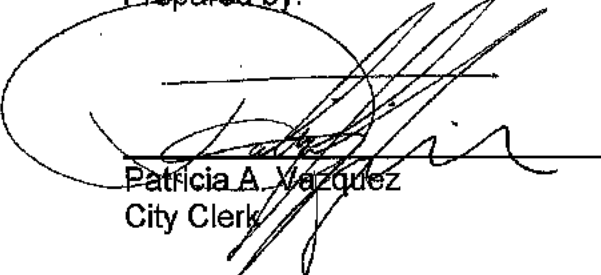
Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Objective 1: Provide a safe community.

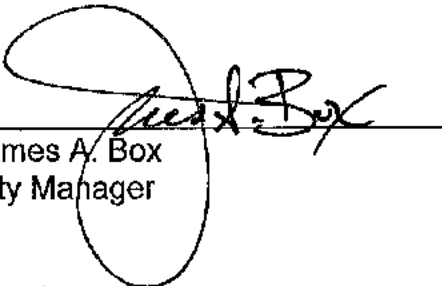
Objective 5: Provide a high quality of life.

Prepared by:



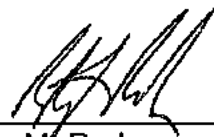
Patricia A. Valquez  
City Clerk

Approved by:



James A. Box  
City Manager

Concurred by:



Stephen M. Parker  
Assistant City Manager

Attachment:

Trauma Intervention Programs, Inc. Agreement

**AGREEMENT BETWEEN CITY OF STANTON  
AND  
TRAUMA INTERVENTION PROGRAMS, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2018, but effective as of the 1st day of July, 2018, by and between the City of Stanton, a municipal corporation, hereinafter referred to as "City", and Trauma Intervention Programs, Inc., hereinafter referred to as "TIP".

**WITNESSETH:**

**WHEREAS**, the City is desirous of TIP providing a range of emotional and practical support services to victims of traumatic events and their families; and

**WHEREAS**, victims of traumatic events sometimes require assistance in making arrangements for shelter, food, transportation and receiving necessary information and referral services; and

**WHEREAS**, TIP is a contractor which has the ability to provide such services; and

**WHEREAS**, the parties wish to enter into an agreement whereby TIP will furnish such services;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SERVICES AND DUTIES**

(a) TIP shall make available to the City sufficient information to enable the City to contact the appropriate TIP volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.

(b) TIP or TIP's employees and/or volunteers shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of said equipment and vehicles.

(c) TIP shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.

(d) Upon the request of or referral by the City, or as otherwise agreed upon, TIP personnel shall provide on-scene emotional and practical support to the victims of traumatic events and their family members (hereinafter "clients"). Said emotional and practical support services shall include but shall not be limited to providing on-scene emotional support to clients; making necessary telephone calls; making arrangements for clean-up services; notifying family, friends and others; referring to follow-up services; providing information and referral services; performing one follow-up contact to verify the client's welfare.

(e) TIP shall comply with all applicable local, state or federal laws or regulations.

## **2. COMPENSATION FOR SERVICES**

The City agrees to pay TIP a maximum amount of \$4,678.00 (38,981 x 12¢ per capita) for the services to be performed hereunder. The City agrees to pay in advance, unless some other method of payment is mutually agreed to in writing.

## **3. INDEPENDENT CONTRACTOR**

In the performance of the obligations under this Agreement, it is understood and agreed that TIP is at all times acting and performing services as an independent contractor, and the City shall exercise no control or direction over the manner and means by which TIP performs its obligations under this contract, except as herein stated. All persons employed by or volunteering for TIP in the performance of TIP's services and functions shall be considered employees, volunteers and agents of TIP and no person employed by or volunteering for TIP shall be entitled to any City pension, civil service, or any status or right, nor shall he or she be deemed to be a City employee as a result of this Agreement. Additionally, all persons employed by or volunteering for TIP shall not represent themselves to be affiliated with the City of Stanton.

## **4. INDEMNIFICATION**

TIP promises and agrees to defend, protect, indemnify and save harmless the City, its officers, agents and employees, from and against any and all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of TIP or TIP's employees, volunteers, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by TIP or TIP's employees, volunteers, agents or contractors.

The City promises and agrees to defend, indemnify and save harmless TIP, its officers, employees, and volunteers from all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of the City or the City's officers or employees, or by reason of any dangerous or defective condition caused or permitted by



the City or the City's officers or employees, except where such action, omission or condition is caused by or is the result of an action, omission or request of TIP or TIP's officers, employees or volunteers, or is alleged to arise out of the execution of this Agreement.

## **5. PROPRIETARY RIGHTS**

- (a) The Contractor is the sole and exclusive owner of all proprietary and other property rights and interests in and to the trade names and/or trademarks "Trauma Intervention Programs," "TIP, Inc." and "TIP" and all other trademarks and service marks used in connection with the TIP Program, including but not limited to all those trademarks, service marks, slogans, logos and rights residing in the banners, brochures, business cards and letterheads by which groups licensed to adopt and use said names and marks and products therefrom are known and identified (collectively, "Proprietary Marks and Indicia").
- (b) The Contractor is the sole and exclusive owner of all materials used to operate the TIP Program in the City of Stanton. These materials include but are not limited to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, the City agrees to immediately return all manuals and materials to the Contractor.

## **6. INSURANCE**

- (a) TIP shall secure and maintain throughout the contract period, and any extensions thereof, professional liability insurance, public liability insurance, property damage and vehicle liability insurance effective as of the effective date of this Agreement, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement. Said insurance shall be maintained in full force and effect during the term of this Agreement or renewals or extensions thereof. Such a policy shall be for not less than \$1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for any one occurrence, and \$1,000,000 for property damage, and shall be placed with a company authorized to conduct business in the State of California. City shall be named as an Additional Insured on all policies and/or certificates of insurance. Copies of all policies or certificates shall provide for thirty (30) days written notice to the City prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the City or by the City's insurance carriers.

The amount of such insurance shall not be deemed a limitation of TIP's agreement to save and hold the City harmless and if the City becomes liable for an amount in excess of the insurance, TIP will save and hold the City harmless from the whole thereof.

The City reserves the right to increase the amounts of insurance coverage described hereinbefore, and to require any additional riders and provision in said policies or certificates as shall be considered necessary by the City Attorney of the City and/or the

City Manager of the City consistent with the terms and conditions of this contract. TIP shall comply with said increase or other change within thirty (30) days after notice from the City.

- (b) Workers' Compensation. TIP shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of California. A certificate evidencing such coverage shall be filed with the City Manager's Office. Said certificate shall provide that the City will be given at least thirty (30) days written notice prior to cancellation.

## 7. TERMINATION

- (a) For Cause. If either party fails to perform any duties or obligations imposed on it by this Agreement and such failure continues for thirty (30) days after written notification by one party to the other, then this Agreement will be in breach and the party providing such notice may terminate this Agreement immediately thereafter.
- (b) Without Cause. Either party at any time may terminate this Agreement without cause upon the giving of forty-five (45) days prior written notice to the other of such intent to terminate at the address set out in Section 9 of this Agreement.
- (C) Reimbursement of Compensation. If this Agreement is terminated prior to the end of the term set forth in Section 8, TIP shall reimburse the City a pro rata amount of any compensation paid in advance.

## 8. TERM

This Agreement shall continue through the 30th day of June 2019 unless earlier terminated in accordance with Section 7.

## 9. NOTICES

Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage prepaid, addressed as follows:

City:           City Manager  
                  City of Stanton

TIP:           Trauma Intervention Programs, Inc.  
                  1420 Phillips Street  
                  Vista, CA 92083

10. **ASSIGNMENT / AMENDMENT/ ENTIRE AGREEMENT/ NO CONTINUING  
WAIVER**

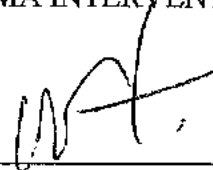
This Agreement constitutes the entire agreement between the parties. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver hereof. This Agreement is binding upon TIP and their successors and assignees. Except as otherwise provided herein, TIP shall not assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the City. Any such assignment shall, at the option of the City, immediately void this Agreement.

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

CITY OF STANTON

By: \_\_\_\_\_  
Mayor

TRAUMA INTERVENTION PROGRAMS, INC.

By:  \_\_\_\_\_  
President

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: BIENNIAL REVIEW THE CITY'S CONFLICT OF INTEREST CODE**

### **REPORT IN BRIEF:**

The proposed action is pursuant to the requirements set forth in section 87306.5 of the Political Reform Act and placed upon the City Council as the City's code-reviewing body.

### **RECOMMENDED ACTION:**

It is recommended that the City Council direct the review of the City's Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act.

### **BACKGROUND:**

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict of interest code. The primary effect of the code is to establish disclosure requirements for various government positions involved in the requisite level of decision-making as set forth in the Act. The Act requires each city to adopt a local conflict of interest code designating city positions not otherwise designated in the Act itself, that are involved in making or participating in the making of city decisions at all levels of city government.

The Act further requires that agencies, including cities, regularly review and update their codes as necessary as directed by their code-reviewing bodies or when change is necessitated by changed circumstances. (Gov. Code §§ 87306, 87306.5.)

The Act provides that no later than July 1 of each even-numbered year, code-reviewing bodies shall direct the review of all agency codes under their jurisdiction and requires that the agency head, no later than October 1, shall file a statement regarding the results of that review. The City Council is the code-reviewing body for the City's Code and on or before July 1 it must direct the biennial review of the City's Conflict of Interest Code ("Code"). (Gov. Code § 82011(c), 87306.5)

The Act also requires that the City Manager file a statement regarding the results of the review no later than October 1 of the same year. If a change in the Code is necessitated by this review, it must be submitted to the City Council for approval within ninety (90) days of the filing of the Local Agency Biennial Notice with the City Clerk. (Gov. Code § 87303, 87306.5)

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the report as to form.

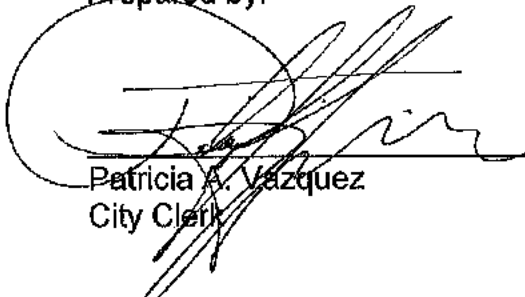
**PUBLIC NOTIFICATION:**

Through the regular agenda process.

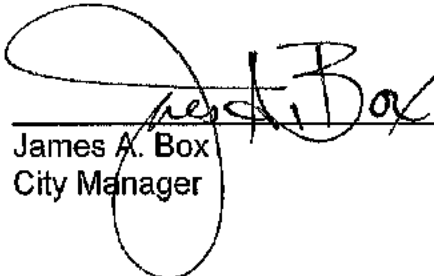
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

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

Prepared by:

  
\_\_\_\_\_  
Patricia A. Vazquez  
City Clerk

Approved by:

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

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019**

### **REPORT IN BRIEF:**

On May 8, 2018, the City Council adopted Resolution No. 2018-15, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would preliminarily approve the report.

### **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(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. Adopt Resolution No. 2018-16, preliminarily approving the Engineer's Report for the annual levy of assessments for Stanton Lighting and Landscaping District No. 1 for fiscal year 2018-2019.

### **BACKGROUND:**

The Stanton Lighting and Landscaping District No.1 was formed March 10, 1981, and currently provides funding for street lighting, traffic signals and landscape servicing and maintenance of medians within the City. Each parcel in the City is assessed a proportionate share of the District's costs each year. The assessment appears on the property tax bill. Assessments are established based upon an Engineer's assessment of each property's relative benefit from the services provided by the District. In 1997-98, parks and greenbelts were removed from the District as a result of Proposition 218, and are now budgeted from the General Fund.

Each year, an update to the Engineer's report must be produced relative to the annual assessments for the Stanton Lighting and Landscaping District No.1. Council has previously taken action to contract with Harris and Associates to perform the required work. The Engineer's Report was submitted by the Engineer to the City Clerk on May 17, 2018, and has been submitted to Council for approval at tonight's meeting with proposed Resolution No. 2018-16.

**ANALYSIS/JUSTIFICATION:**

Approval of the report is recommended. This action does not put the assessment amount in place. That decision will be made after the required public hearing.

**FISCAL IMPACT:**

The proposed assessments will provide funding to maintain and service street lighting, traffic signals, and median maintenance.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

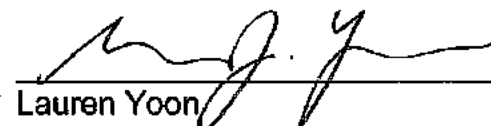
Through the regular agenda process.

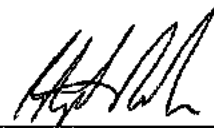
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance.

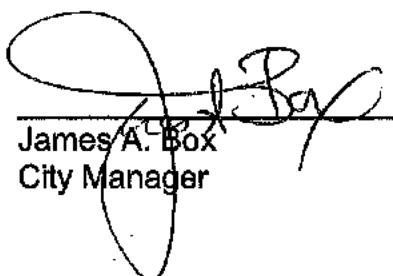
Prepared by:

Reviewed by:

  
\_\_\_\_\_  
Lauren Yoon  
Business License Specialist

  
\_\_\_\_\_  
Stephen Parker, CPA  
Assistant City Manager

Approved by:

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

**Attachments:**

Exhibit 1:     Resolution No. 2018-16  
                  Attachment A: Engineer's Report for Stanton Lighting and Landscaping  
                  District No. 1



## **RESOLUTION NO. 2018-16**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019**

**WHEREAS**, on May 8, 2018, the City Council of the City of Stanton adopted Resolution No. 2018-15, initiating proceedings for the annual levy of assessments within Stanton Lighting and Landscaping District No. 1 and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code; and

**WHEREAS**, pursuant to said Resolution, the Engineer has filed a report (the "Engineer's Report"), with the City Clerk on the 17<sup>th</sup> day of May, 2018; and

**WHEREAS**, the City Clerk has submitted the report to the City Council and the City Council now has reviewed and examined the report as so submitted.

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

**SECTION 1:** The City Council finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(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).

**SECTION 2:** The Report prepared by the Engineer for fiscal year 2018-2019 in connection with Stanton Lighting and Landscaping District No. 1, including the description of the improvements, estimated costs and explanations as filed with the City Clerk on the 17<sup>th</sup> day of May, 2018 is hereby preliminarily approved. The report shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to the City Council's Resolution of Intention.

**SECTION 3:** A copy of this report shall remain on file in the office of the City Clerk.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

---

DAVID J. SHAWVER, 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. 2018-16 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 June 12, 2018, and that the same was adopted, signed and approved by the following vote to wit:

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

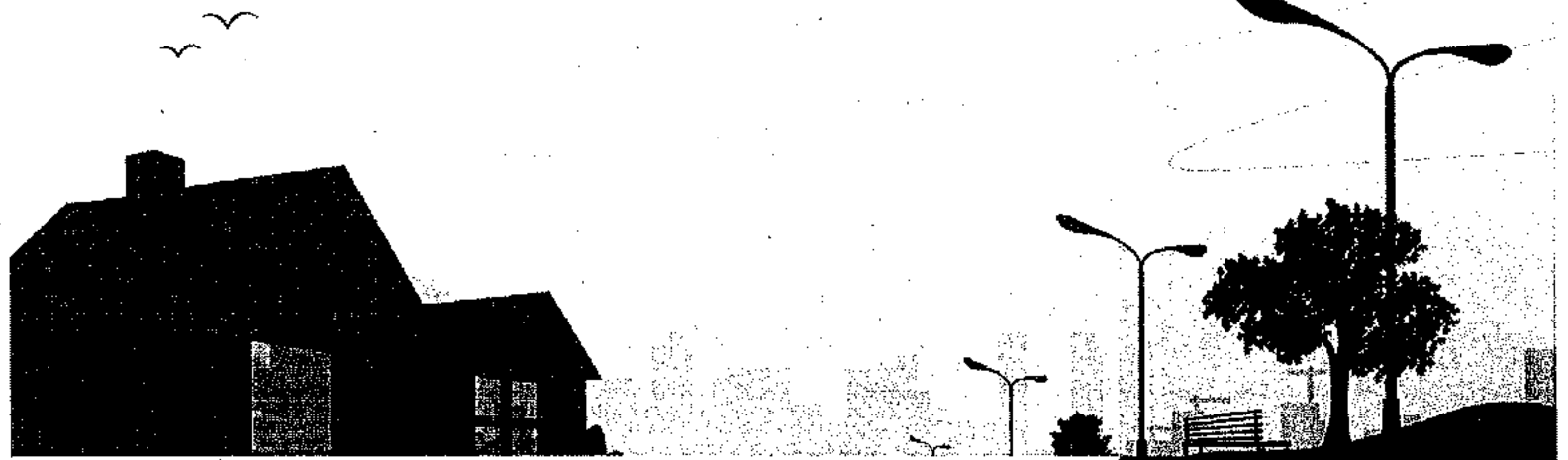
NOES: \_\_\_\_\_

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

*Exhibit A: Engineer's Report*



# **ENGINEER'S REPORT**

**Lighting and Landscaping District No. 1**

**Fiscal Year 2018-19**

For the

**City of Stanton**

**Orange County, California**

**May 17, 2018**



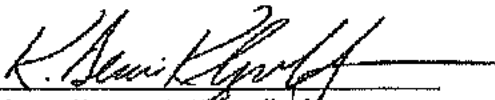
**Harris & Associates**

## ENGINEER'S REPORT

### City of Stanton Lighting and Landscaping District No. 1

The undersigned respectfully submits the enclosed Report as directed by the City Council.

DATED: May 17, 2018

  
BY: K. Dennis Klingelhofer  
R.C.E. No. 50255



**ENGINEER'S REPORT  
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## **Introduction**

The purpose of this Report is to set forth findings and engineering analysis for the Lighting and Landscaping District No. 1 for the 2018-19 Fiscal Year. This District, utilizing direct benefit assessments, (1) supplements revenue generated by the existing 1919 Act Stanton Municipal Lighting District to finance the cost of providing maintenance and operation of a street lighting system and covers the costs of providing maintenance and operation of the traffic signals in the City, and (2) covers the costs of maintaining the median landscaping in the City of Stanton.

The City Council of Stanton adopted Resolution No. 81-20 on March 10, 1981, which formed the Lighting and Landscaping District No. 1 and confirmed assessments for the first Fiscal Year, 1981-82. This Report covers the levy of annual assessments for the 2018-19 Fiscal Year.

This Report, as signed and presented to the Council for approval, has been prepared according to the methodology and rates approved by the City Council in 1981. Article XIIID of the California Constitution exempted certain assessments which were in existence prior to the passage of Proposition 218 in November, 1996. The City has determined that all of the improvements and the annual assessments for the District are for the maintenance and operation of lighting and landscaping within the public street right-of-way. As such, the current assessment amount is exempt from the procedures and approval process set forth in Article XIIID Section 4.



**CITY OF STANTON  
FISCAL YEAR 2018-19**

**ENGINEER'S REPORT  
PREPARED PURSUANT TO THE PROVISIONS OF THE  
LANDSCAPING AND LIGHTING ACT OF 1972  
SECTION 22500 THROUGH 22679  
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation adopted by the City Council of the City of Stanton, State of California, in connection with the proceedings for:

**LIGHTING AND LANDSCAPING DISTRICT NO. 1**

hereinafter referred to as the "Assessment District" or "District", I, K. Dennis Klingelhofer, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of six (6) parts as follows:

**PART A  
PLANS AND SPECIFICATIONS**

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

**PART B  
ESTIMATE OF COST**

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

**PART C  
ASSESSMENT ROLL**

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Assessment District.



**PART D**  
**METHOD OF APPORTIONMENT**

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the Assessment District, in proportion to the estimated benefits to be received by such lots and parcels. The Assessment Roll is filed in the Office of the City Clerk and by reference is made a part hereof.

**PART E**  
**PROPERTY OWNER LIST**

A list of the names and addresses of the owners of real property within this Assessment District, as shown on the last equalized roll of the Assessor of the County of Orange. The list is keyed to the records of the Assessor of the County of Orange which are incorporated herein by reference.

**PART F**  
**ASSESSMENT DISTRICT DIAGRAM**

The Diagram of the Assessment District Boundaries showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District is on file in the Office of the City Engineer and incorporated herein by reference.

The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Orange for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.





## **PART A**

### **Plans and Specifications**

The facilities, which have been constructed within the City of Stanton, and those which may be subsequently constructed, will be serviced and maintained as generally described as follows:

#### **DESCRIPTION OF IMPROVEMENTS FOR THE CITY OF STANTON LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT NO. 1 FISCAL YEAR 2018-19**

The proposed improvements for Fiscal Year 2018-19 may be generally described as the continued maintenance services and operation of landscaping, lighting and appurtenant facilities that are located in and along such streets and sidewalks within the District. This includes, but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services.

Reference is made to Part "D" of this Report for a discussion of the Zones of Benefit and the facilities associated with them, which are serviced and maintained. The facilities are described as follows:

#### Landscaping and Appurtenant Facilities

Facilities include but are not limited to: Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of said Assessment District. In addition, median landscaping is maintained by the District as follows:

<u>Area</u>	<u>Street</u>	<u>Limits</u>
0.92 Ac.	Katella Avenue	West City Limits to Beach Boulevard
2.52 Ac.	Beach Boulevard	South City Limits to North City Limits
0.16 Ac.	Village Center Drive	South City Limits to Beach Boulevard

#### Lighting, Traffic Signals and Appurtenant Facilities

Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of said Assessment District.

The public lighting system shall be maintained to provide adequate illumination. The traffic

signal system shall be maintained based on the City specifications and current industry standards. Electricity for street lights and traffic signals shall be furnished by the Southern California Edison Company, and it shall be adequate for the intended purpose. Rates for power shall be those authorized by the California Public Utilities Commission.

The City is in the process of purchasing a portion of the street lights within the City, currently owned and maintained by Southern California Edison Company (SCE). Upon completion of the acquisition, the City will assume responsibility for the servicing and maintenance of those lights. It is estimated the City will purchase 1,000 of the lights owned by SCE.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the landscaping, public lighting facilities, including repair, removal or replacement of all or part of any of the landscaping and public lighting facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities, and the furnishing of electric energy for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing the general nature, location, and the extent of the improvements, are on file in the office of the City Engineer and are by reference herein made a part of this Report.



## PART B Estimate of Cost

The City's budget for the operations and services costs of the street and sidewalk improvements, shown below, detail the estimated costs and fund balances for Fiscal Year 2018-19 as available at the time of preparation of this Report.

The Landscape and Lighting Act of 1972 ("Act" or "1972 Act") provides that the total cost can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the district proceedings.

In 2018, the City anticipates acquiring 1,000 lights in the City, previously owned and maintained by SCE, using 1919 Act funds. The 1919 Act funds will also be used to convert the lights to LED. The estimated acquisition and conversion costs are shown in the Cost Estimate. The specific plan and final costs will be addressed in the report for Fiscal Year 2019-20.

Estimated expenditures and revenues for the maintenance and operation for Fiscal Year 2018-19 are as follows:

OPERATIONS AND SERVICE COST SUMMARY BY BUDGET CATEGORY			
	Street Lighting System	Traffic Signals	Maintenance of all Medians
Expenditures - O & M	\$ 212,000.00	\$ 203,000.00	\$ 271,000.00
Expenditures - Capital	\$ -	\$ -	
Streetlight Acquisition	\$ 500,000.00	\$ -	
Streetlight LED Conversion	\$ 300,000.00	\$ -	
Tree Planting	\$ -	\$ -	\$ 50,000.00
Administrative Cost Allocation	\$ 27,814.00	\$ 26,633.00	\$ 35,554.00
<b>Total Expenditures</b>	<b>\$ 1,039,814.00</b>	<b>\$ 229,633.00</b>	<b>\$ 356,554.00</b>
Revenues	\$ (233,026.00)	\$ (223,134.00)	\$ -
Median Reserves	\$ -	\$ -	\$ (148,467.82)
1919 Act Lighting Reserves	\$ (801,788.00)	\$ (6,499.00)	\$ -
Interest		\$ -	\$ -
1919 Act Fund	\$ (5,000.00)		
1972 Act Fund			\$ (10,000.00)
City Contribution	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ (1,039,814.00)</b>	<b>\$ (229,633.00)</b>	<b>\$ (158,467.82)</b>
<b>2018-19 NET ASSESSMENT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 198,086.18</b>



The following table is a summary of the District fund balances.

District Fund Balance Summary			
	1919 Act	LLMD	Total
Beginning Fund Balance	\$ 980,684.00	\$ 691,012.00	\$ 1,671,696.00
Less Transfers			
Street Lighting	\$ (801,788.00)	\$ -	\$ (801,788.00)
Traffic Signals	\$ (6,499.00)		\$ (6,499.00)
Median Maintenance		\$ (148,467.82)	\$ (148,467.82)
Estimated Ending Fund Balance	\$ 172,397.00	\$ 542,544.18	\$ 714,941.18

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next Fiscal Year.



**PART C**  
**Assessment Roll**

The proposed assessment and the amount of assessment for Fiscal Year 2018-19 apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office are contained in the Assessment Roll on file in the office of the City Clerk of the City of Stanton, which is incorporated herein by reference.

The description of each lot or parcel is part of the records of the Assessor of the County of Orange and these records are, by reference, made part of this Report.



## **PART D**

### **Method of Apportionment of Assessment**

#### **GENERAL**

Part 2 of Division 15 of the Streets and Highways Code, the 1972 Act, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Because assessments are levied on the basis of benefit, they are not a tax, and, therefore, are not governed by Article XIII A of the California Constitution.

The Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the Act requires the levy of a true "assessment" rather than a "special tax."

The Act also permits certain parcels to be exempt from assessment. Excepted from these assessments are areas of all publicly owned property such as: public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, all public easements and rights-of-way, all public parks, green belts and parkways, and all public property being used for public purposes.

#### **BENEFIT ANALYSIS**

All parcels in the City of Stanton derive benefit from the street lighting system and arterial highway median maintenance on Beach and on Katella. The intent of this Report is to establish a methodology that fairly distributes the cost of the system in relation to the benefits received. One-fourth the cost of arterial median maintenance is considered a special benefit to abutting properties. As these medians are on regional arterial highways, a benefit accrues to the entire City as well, and the remaining 75% of the cost is assessed on that basis. Median maintenance on Village Center Drive, a local street, benefits only the abutting properties and will be assessed on that basis. Lands and rights-of-way owned by railroads and public utilities are included in this proposed assessment district as permitted by Section 22595 of the Streets and Highways Codes.



The assessment ratio for each single family residential parcel, including condominiums, is one equivalent unit (EQU); the assessment ratio for each acre of commercial, industrial, church, apartment, duplex, triplex, mobile home park, and other developed land is six equivalent units (EQU). This relationship is based on the City's typical standard residential lot area and the number of lots that could be subdivided into an acre of land. This proration accounts for an adjustment for street rights-of-way and public easements.

#### **Street Lighting and Traffic Signals**

The proper functioning of street lighting and traffic signals is imperative for the welfare and safety of the public and property throughout the City. Proper maintenance and servicing of the street lighting system benefits properties within the District by providing proper illumination for ingress and egress and safe traveling at night. Properties within the District also benefit from the proper functioning of the District's traffic signal system. Proper operation of the street light and traffic signal systems is imperative to public convenience; orderly traffic flow, enhanced congestion management and safety. Improved security, fuel conservation, protection of property from crime and vandalism, and reduction of traffic accidents, are special and direct benefits to all properties within the City; lighting benefits are directly related to public safety and property protection and therefore increase property values. The City costs to administer the improvements are also considered a benefit to all properties.

All parcels within the City are deemed to benefit from the street lighting and traffic signal system.

#### **Median Landscaping**

Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value. The median improvements are located as follows:

##### **Beach Boulevard and Katella Avenue Medians**

These improvements provide a Citywide Benefit and a direct Local Benefit, therefore the costs for maintaining and servicing these improvements has been divided into two categories:

- Seventy-five percent (75%) of the Beach and Katella medians are deemed to be of Citywide Benefit; therefore, the proportionate cost of median service is assessed based on Equivalent Units to all assessable parcels in the City which do not abut the Beach and/or Katella medians.
- Twenty-five percent (25%) of Beach and Katella median improvements provide a direct Local Benefit. Each parcel fronting the Improvements is assessed for the Local Benefit based on the parcel's respective front footage. This method provides a fair and equitable way of spreading the costs when localized improvements front specific parcels because the more a parcel fronts the median improvements, the more benefit the parcel receives from the enhanced aesthetics of the improvements.



**Village Center Medians**

These improvements provide a Local Benefit only. One hundred percent (100%) of the Village Center Medians is deemed to be of direct benefit to only those parcels abutting these medians. Therefore, the cost of servicing the Village Center Medians is assessed to the abutting parcels based on these parcel's respective front footage.

**ZONE CLASSIFICATIONS**

The land-use classification for each parcel has been based on the 2017-18 Orange County Assessor's Roll.

**Zone R** - This zone includes all single family residential properties, including condominiums, except those abutting the Beach and Katella Medians and/or Village Center Medians. They are assessed lighting, traffic signals, and general median costs on an equivalent unit basis. There are 4,995 single family residential parcels, including condominiums, in this zone.

**Zone R1** - This zone includes Zone R type properties abutting the Beach and Katella Medians. They are assessed lighting and traffic signals costs on an equivalent unit basis, and Beach and Katella Median costs on a front foot basis. There are 112 parcels in this zone with 1,295.95 feet of frontage.

**Zone R2** - This zone includes Zone R type properties abutting the Village Center Median. They are assessed lighting, traffic signals and general median costs on an equivalent unit basis, and Village Center Median costs on a front foot basis. There are 495 parcels in this zone with 895.95 feet of frontage.

**Zone C** - This zone includes commercial, industrial, church, apartment, duplex, triplex, mobile home park and all other non-residential properties except those abutting the Beach and Katella Medians and the Village Center Medians. They are assessed lighting, traffic signals and general median costs on an equivalent unit basis. There are 715 parcels in this zone with 550.47 acres.

**Zone C1** - This zone includes Zone C type properties abutting the Beach and Katella Medians. They are assessed lighting and traffic signals costs on an equivalent unit basis, and Beach and Katella Median costs on a front foot basis. There are 206 parcels in this zone with 165.84 acres and 27,773.15 feet of frontage.

**Zone C2** - This zone includes Zone C type properties abutting both the Beach and Village Center Medians. They are assessed lighting and traffic signals costs on an equivalent unit basis, and median costs on a front foot basis. There are 2 parcels in this zone with 17.76 acres and 1,524.00 feet of frontage.

**Zone E** - Exempt property. This includes publicly owned property and common areas used in conjunction with adjacent residential sites.





Apportionment of Assessments

Category Budgets	Category Proposed Assessment Rates			Maximum Allowed Assessment Rate
Street Lighting Budget	\$0	Street Lighting Assessment Rate =	\$0.00 / Equivalent Unit	\$0*
Traffic Signal Budget	\$0	Traffic Signal Assessment Rate =	\$0.00 / Equivalent Unit	\$0*
Beach & Katella Medians Budget		Beach & Katella Medians Rate		
City-Wide Benefit (75%)	\$142,221	City-Wide Benefit Assessment =	\$16.16 / Equivalent Unit	\$16.59
Local Benefit (25%)	\$47,419	Local Benefit Assessment Rate =	\$1.55 / Front Foot	\$1.55
	\$189,641			
Village Center Medians Budget	\$8,446	Village Center Medians		
		Local Benefit Assessment Rate =	\$3.49 / Front Foot	\$3.49

\* Lighting assessments have historically been covered by 1919 Act funds.

Total Assessments per Category and Zone

Zone	Unit Count	Factor	Equivalent Units	Citywide Median Assessment	Front Footage	Beach/Katella Local Median Assessment	Village Center Local Median Assessment
R	4,995 pdls	1	5,003.00	\$80,848.48			
R1	112 pdls	1			1,295.95	\$2,008.72	
R2	495 pdls	1	495.00	\$7,999.20	895.95		\$3,126.87
C	550.47 ac	6	3,302.82	\$53,373.57			
C1	165.84 ac	6			27,773.15	\$43,048.38	
C2	17.76 ac	6			1,524.00	\$2,362.20	\$5,318.76
Totals			8,800.82	\$142,221.25		\$47,419.31	\$8,445.63

# ASSESSMENT SUMMARY

The following table summarizes the different assessments for the different Zone Classifications, and compares the proposed assessments with last year's assessments. The proposed rates for Fiscal Year 2018-19 have increased from the prior year to offset the increase in costs but are still less than the maximum rates shown in the Apportionment of Assessments table on the previous page.

ASSESSMENT SUMMARY AND COMPARISON for the different Zone Classifications within the District*						
Zone	Assessment Year	Street Lighting	Traffic Signals	Beach & Katella Medians	Village Center Medians	Proposed Rate
R	FY 2018-19	\$0.00	\$0.00	\$16.16	--	\$16.16
	FY 2017-18	\$0.00	\$0.00	\$15.90	--	\$15.90
R1	FY 2018-19	\$0.00	\$0.00	\$77.50	--	\$77.50
	FY 2017-18	\$0.00	\$0.00	\$74.00	--	\$74.00
R2	FY 2018-19	\$0.00	\$0.00	\$16.16	\$174.50	\$190.66
	FY 2017-18	\$0.00	\$0.00	\$15.90	\$174.50	\$190.40
C	FY 2018-19	\$0.00	\$0.00	\$16.16	--	\$16.16
	FY 2017-18	\$0.00	\$0.00	\$15.90	--	\$15.90
C1	FY 2018-19	\$0.00	\$0.00	\$77.50	--	\$77.50
	FY 2017-18	\$0.00	\$0.00	\$74.00	--	\$74.00
C2	FY 2018-19	\$0.00	\$0.00	\$77.50	\$174.50	\$252.00
	FY 2017-18	\$0.00	\$0.00	\$74.00	\$174.50	\$248.50

\* Assessments shown are for Single Family Homes or Commercial parcels of 0.17 acres (1 EQU), and frontage assessments are shown for a 50 ft. wide parcel.

**PART E**  
**Property Owner List**

A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of Orange, which by reference is hereby made a part of this Report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the Office of the Clerk of the City of Stanton.

**PART F**  
**Assessment District Diagram**

The boundaries of the District are coterminous with the boundaries of the City of Stanton. A diagram showing the exterior boundaries of the District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the District is on file in the Office of the City Engineer and incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Orange for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.



# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: RESOLUTION OF THE CITY COUNCIL DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR IMPROVEMENT, 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 2018-2019 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

### **REPORT IN BRIEF:**

On May 8, 2018, the City Council adopted Resolution No. 2018-15, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would declare the Council's intention to levy and collect the assessments and set the required public hearing for Tuesday, June 26, 2018.

### **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(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. Adopt Resolution No. 2018-17, declaring its intention to levy and collect the annual assessments pursuant to the Landscaping and Lighting Act of 1972; and
3. Schedule the public hearing for June 26, 2018, to consider the annual assessments.

### **BACKGROUND:**

The Stanton Lighting and Landscaping District No.1 was formed March 10, 1981, to provide funding for street lighting, park and greenbelt maintenance, traffic signal maintenance, and median maintenance services within the City. In 1997-98, park and greenbelt maintenance was removed from the District based upon Proposition 218, and

was budgeted in the General Fund. Each parcel in the City is assessed a proportionate share of the district's costs each year. The assessment appears on the property tax bill. Assessments are established based upon an Engineer's assessment of each property's relative benefit for the services provided by the District.

Each year an update to the Engineer's Report must be produced relative to the annual assessments for the Stanton Lighting and Landscaping District No.1. Council has previously taken action to contract with Harris and Associates, to perform the required work. The Engineer's Report was submitted by the Engineer to the City Clerk on May 17, 2018, and has been submitted to Council for approval at tonight's meeting with proposed Resolution 2018-16.

If the Council approves the Engineer's Report, the Council must give notice of its intention to levy the assessments and must conduct a public hearing prior to giving its final approval. The proposed resolution would set the required public hearing for Tuesday, June 26, 2018, at 6:30 p.m.

**FISCAL IMPACT:**

The proposed resolution is necessary in order to provide funds for Fiscal-Year 2018-2019 Lighting and Landscaping Maintenance division.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the regular agenda process.

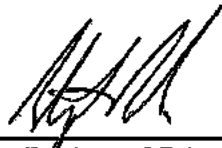
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance.

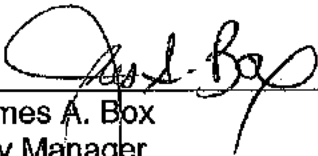
Prepared by:

Reviewed by:

  
\_\_\_\_\_  
Lauren Yoon  
Business License Specialist

  
\_\_\_\_\_  
Stephen Parker, CPA  
Assistant City Manager

Approved by:

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

**Attachment:**

Resolution No. 2018-17

## **RESOLUTION NO 2018-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, 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 2018-2019 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

**WHEREAS**, on May 8<sup>th</sup>, 2018, the City Council of the City of Stanton adopted Resolution No. 2018-15, initiating proceedings for the annual levy of assessments for fiscal year 2018-2019 for the Stanton Lighting and Landscaping District No. 1 pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Part 2, Division 15 of the California Streets and Highways Code) ("the Act"); and

**WHEREAS**, pursuant to said Resolution No. 2018-15, the City Council ordered the Engineer to prepare a report pursuant to 22565 et seq. of the Act; and

**WHEREAS**, the Engineer did prepare and file such a report (the "Engineer's Report") and same was preliminarily approved by the City Council of the City of Stanton on the 12<sup>th</sup> day of June, 2018, by Resolution No. 2018-16.

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

**SECTION 1:** The City Council finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(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).

**SECTION 2:** The public interest and convenience require and it is the intention of the City Council of the City of Stanton to order the annual levy of assessments and to levy and collect said assessments within the existing assessment district designated "Stanton Lighting and Landscaping District No. 1" (the "Assessment District") for the fiscal year commencing July 1, 2018 and ending June 30, 2019 pursuant to the provisions of the Landscaping and Lighting Act.

**SECTION 3:** The improvements to be undertaken consist of the installation, maintenance, servicing and operations of those certain public lighting facilities and median islands located within the boundaries of the territory included in the Assessment District. The Assessment District designated as Stanton Lighting and Landscaping

District No. 1 generally encompasses all of the territories within the City of Stanton, excepting from the assessment of said costs and expenses within the area described, the area of all public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, all public easements and public rights-of-way, all public parks, greenbelts and parkways and all public property being used for public purposes, provided however notwithstanding the foregoing, property owned by railroad and public utility companies not used for public purposes shall be included in the Assessment District and not be excluded from assessment pursuant to the aforesaid exceptions.

**SECTION 4:** That reference is hereby made to the report of the Engineer on file with the City Clerk and open for inspection, for a full and detailed description of the improvements, the boundaries of the Assessment District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District. The Office of the City Clerk is located at 7800 Katella Avenue, Stanton, California.

**SECTION 5:** That said proposed installation, maintenance, servicing and operation in the opinion of the City Council of the City of Stanton will be of direct and special benefit to the property lying within the described boundaries of the Assessment District, as said Assessment District is described and defined in the Engineer's Report.

**SECTION 6:** Pursuant to 22624 et seq. of the Act, the annual assessments for fiscal year 2018-2019 are not proposed to increase from the previous year.

**SECTION 7:** NOTICE IS HEREBY GIVEN THAT TUESDAY, JUNE 26, 2018, AT THE HOUR OF 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, 7800 KATELLA AVENUE, STANTON, CALIFORNIA 90680, IS FIXED AS THE TIME AND PLACE WHERE ALL INTERESTED PERSONS MAY APPEAR BEFORE THE CITY COUNCIL AND BE HEARD 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. WRITTEN PROTESTS MUST BE FILED WITH THE CITY CLERK PRIOR TO THE CONCLUSION OF THE HEARING. ANY SUCH PROTEST SHALL STATE GROUNDS OF THE OBJECTION AND IF FILED BY THE PROPERTY OWNER, SHALL CONTAIN A DESCRIPTION SUFFICIENT TO IDENTIFY THE PROPERTY.

**SECTION 8:** The City Clerk shall give notice of the date, time and place of the hearing pursuant to law.

**SECTION 9:** All work proposed shall be done in accordance with the Act.

**SECTION 10:** The City Clerk shall certify the adoption of this Resolution.



**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, 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. 2018-17 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 June 12, 2018, 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 City Council

**DATE:** June 12, 2018

**SUBJECT: PUBLIC HEARING TO CONSIDER A DEVELOPMENT PROPOSAL FOR THE RESIDENTIAL COMPONENT OF A MIXED-USE REDEVELOPMENT PROJECT FOR THE VILLAGE CENTER LOCATED ON THE WEST SIDE OF THE INTERSECTION OF BEACH BOULEVARD AND VILLAGE CENTER DRIVE (12631 – 12811 BEACH BLVD.) IN THE CG (COMMERCIAL GENERAL) ZONE WITH A SOUTH GATEWAY MIXED USE (SGMX) OVERLAY**

### **REPORT IN BRIEF:**

Consideration of a development proposal for the residential phase of the Village Center mixed-use project.

### **RECOMMENDED ACTION:**

1. Conduct a public hearing;
2. Declare the project is consistent with the adopted Mitigated Negative Declaration (SCH#2017101007) and a Mitigation Monitoring and Reporting Program for the entire Village Center development; and
3. Adopt Resolution No. 2018-26 approving Planned Development Permit PDP18-01; and
4. Adopt Resolution No. 2018-25 approving Precise Plan of Development PPD-790; and
5. Adopt Resolution No. 2018-27 approving Tentative Parcel Map TM18-01; and
6. Introduce Ordinance No. 1078 entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BROOKFIELD HOMES SOUTHERN CALIFORNIA, LLC FOR CERTAIN REAL PROPERTY LOCATED AT 12631-12811 BEACH BLVD. FOR THE RESIDENTIAL COMPONENT OF THE VILLAGE CENTER PROJECT, WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH."; and

7. Set Ordinance for adoption at the June 26, 2018 City Council meeting.

## **BACKGROUND:**

The Village Center site ("Project Site") is currently 21.82 acres of blighted, vacant commercial development generally located on the northwest corner of Beach Blvd. and Garden Grove Blvd., with Village Center Drive bounding the site to the west, and bifurcating the site into two sections in the northern portion of the development. The southernmost 4.1 acres of the site are located in the City of Garden Grove, with the balance of the site located within the City of Stanton. Frontier Real Estate Investments LLC, and Brookfield Homes Southern California, LLC, propose to redevelop the site as a horizontal mixed-use development, including 10.18 acres of commercial development within the City of Garden Grove, and the southern portion of Stanton, and 11.64 acres of residential development on the northern portion of the site, fully within the City of Stanton.

The development proposal is being processed in two phases. Phase One is inclusive of all the commercial development, which has been approved by the Stanton and Garden Grove Planning Commissions on March 28, 2018 and April 19, 2018, respectively. Phase Two of the project is the residential portion of the development. The residential phase is inclusive of the demolition of all existing buildings, grading, and construction of 208 condominium units, with private and common open space amenities, and pedestrian connection to the commercial development.

The following applications have been submitted for consideration of the residential phase of project:

- Planned Development Permit PDP18-01 – Section 20.520.020 of the Stanton Municipal Code (SMC) requires a Planned Development Permit to allow modification to applicable development standards, which is proposed to provide a high quality project; and
- Precise Plan of Development PPD-790 – Section 20.530.030 of the SMC requires recommendation of a development permit by the Planning Commission to the City Council for the construction of two or more residential dwelling units on a lot in conjunction with the submittal of a subdivision map where more than four lots are created; and
- Tentative Tract Map TM18-01 – The Subdivision Map Act requires a Tentative Tract Map for planned development purposes to develop 208 condominium units for individual ownership; and
- A Mitigated Negative Declaration for the project (previously approved by the City of Stanton, the Lead Agency on March 28, 2018); and
- Development Agreement DA18-02 – In exchange for the development of the property, the developer is agreeing to provide a public benefit, specifically the improvement of a blighted property in the City and financial assistance for the improvement of public facilities throughout the City.

## **ANALYSIS/JUSTIFICATION:**

**PROJECT LOCATION** – The residential component of the Project Site is located on the western portion of the intersection of Beach Boulevard and Village Center Drive. The Project Site is located in the CG (Commercial General) zone and South Gateway Mixed Use Overlay District and holds a General Plan Land Use designation of South Gateway Mixed Use. Surrounding land uses and zoning include:

<b>Direction</b>	<b>Zoning</b>	<b>Existing Land Use</b>
North	Planned Development - Multifamily	Stepping Stone Circle Planned Development inclusive of 24 single-family detached residential units
South	Commercial General (CG) with South Gateway Mixed Use Overlay	Commercial portion of the Village Center Mixed-Use Development, inclusive of over 90,000 square feet of residential development
East	Commercial General (CG) and Medium Density Residential (RM) with the South Gateway Mixed Use Overlay	Miscellaneous commercial uses, including Leslie's Pool supply, automotive repair business and a restaurant, along with the Beach West Mobile Home Park
West	Planned Development – Multifamily	Crosspointe Village Condominium Complex

**PROJECT DESCRIPTION** – The Village Center project is inclusive of 21.82 acres. The existing condition is a mostly vacant commercial center, with small miscellaneous uses operating in the southern site and the Department of Motor Vehicles (DMV) operating in the northern site. The DMV, which has always been identified as a temporary satellite office, is scheduled to close in or before October 2019.

A 10.18 acre commercial and 11.64 acre residential horizontally mixed-use project is proposed. The commercial phase, which has already been approved by the Stanton and Garden Grove Planning Commissions, is inclusive of over 89,000 square feet of commercial retail, with a mix of a health and fitness use, financial institution, grocer, and quick serve and fast casual restaurants. The residential phase of the development would be inclusive of a 208 unit condominium project consisting of 35 new buildings, two and three stories in height, internal private streets, garage and private street parking, community open space, and an enhanced connection to the commercial phase of the project.

The residential development would be split between two existing parcels, referred to as Village Center North (VC North) and Village Center South (VC South). Village Center

North consists of 6.13 acres and is located at the northwest corner of Beach Blvd. and Village Center Drive. Village Center South consists of 5.51 acres and is located at the southwest corner of Beach Blvd. and Village Center Drive, and directly abuts the commercial phase of the mixed-use project.

The residential phase, although separated into two project areas, and separated by Village Center Drive, is proposed to function as a single residential community. Residents, regardless of where they live in the development, would have access to all the open space and amenities on either portion of the development.

**SITE PLAN/TRACT MAP** – As indicated, the residential phase of the project is separated into two areas, separated by Village Center Drive. VC North is a 6.13 acre site, and is generally rectangular in shape. Along Village Center Drive, the southern boundary slightly curves as the street curves from an east-west direction to a north-south direction. VC South is a 5.51 acre site with a unique project boundary shape. The northern and western boundaries follow the path of Village Center Drive, with a more pronounced convex curve, creating a near quarter circle arced property line from Beach Blvd. to the western most boundary line of the site. The Southern property line follows the commercial phase boundary line, creating three distinct step backs of the property line to accommodate the commercial building pads. Each site maintains similar characteristics, utilizing similar building types, and parking configurations. The table below provides a summary of the site characteristics for both portions of the residential development:

	Development Site Characteristics	
	Village Center North	Village Center South
Acreage	6.13 acres	5.51 acres
Total # of Units	114 units	94 units
Density	18.75 units/acre	18.44 units/acre
Unit Characteristics	1 bedroom: 8 2 bedroom: 38 3 bedroom: 68	1 bedroom: 6 2 bedroom: 40 3 bedroom: 48
Total # of buildings	18 buildings (plus restroom building in common area)	17 buildings
Setbacks		
Front (Beach Blvd.)	Varying: 25 – 40 feet	Varying: 25 – 30 feet
Street Side (Village Center)	Varying: 25 – 32 feet	Varying: 10 – 15 feet
Interior Side	20 feet for 2-story structures 65 feet for 3-story structure	Varying: 15 – 30 feet (abutting Commercial development)
Rear	Varying: 14 – 20 feet	Varying: 10 – 12 feet

Parking		
Garage		
1-car garages	8	6
2-car garages	106 (212 parking spaces)	88 (176 parking spaces)
<i>Tandem</i>	8	6
Open spaces	61	53
Total Spaces	281	235

As proposed, the development would be a gated community with two entries, one each for VC North and VC South. As proposed, the total drive apron widths are between 65 to 70 feet, with a landscape median in the center of each driveway. The drive aisles on either side of the center medians are large enough for two aisles to be created and two stacking positions within each aisle. This is designed to allow for one vehicle to be positioned at the call box in the center median and allow for other vehicles that have a transponder to pull around the waiting vehicle queue safely off the right-of-way while the gate opens. Two drive aisles are proposed on the exit side of the development to allow for two queueing lanes to turn left or right out of the development.

For VC North, upon entry of the gate, a single private street is proposed, separating the site into two main sections. Feeder roads are proposed to finger off the main street to provide access to the motor courts for the garages of the units. The private street travels in a north-south direction, and turns to the east along the northern boundary of the project site to provide access to a large bank of parking stalls, and terminates just before Beach Blvd. A small hammerhead is provided at the terminus of the street to allow appropriate vehicle maneuvering.

For VC South, upon entry of the gate, a private street curves throughout the site to provide access to the different motor courts for parking and multiple areas of parking bays. The street travels in a north-south direction through approximately half the width of the site, the curves to the west toward the western boundary line. The street then splits in two directions and follows the general curvature of Village Center Drive to provide access to the buildings and parking along the western portion of the site. The private street terminates at the southwest corner of the site, with an emergency access, and exit only gate, which provides access through the commercial phase of the development.

In terms of the site configuration, for VC North, the private street generally separates the site into two sections. On the eastern section, adjacent to Beach Blvd., six three-story buildings are proposed, with five motor court alleys providing access to garage parking spaces, along with the private street to provide access to the bank of parking. Two building types are proposed in this portion of the site. Building Type 3 (BT3) is inclusive of two structures, with five units in each. BT3 is a three-story product, and the upper two floors are connected to create a larger building massing. The first floor, in between the two structures, is a courtyard that provides access to the front entry to the units. The garages are oriented toward the exterior of the building block. A motor court is created by two

building blocks positioned to allow for the garages for each adjacent building block to share a common driveway. BT3 is utilized four times in VC North and constitutes most of the Beach Blvd. frontage. Building Type 4 (BT4) is a slight variation from BT3 as it is only five units and does not connect to another building. BT4 is utilized twice in the VC North site and act as book ends along the Beach Blvd. frontage.

For the western portion of VC North, one building type is utilized. Building Type 1 (BT1) is a two-story housing product, inclusive of two structures, with eight units in each. Unlike BT3, this product would not be connected on the upper floors. The two buildings have the garages facing inward to create an interior motor court, and the front entry faces outward. Four BT1 blocks are proposed along the western boundary line. Landscaped courtyards are proposed in between each building block with walkways to provide access to the front entry of the units. The buildings are set back a minimum of 14 feet from the western property line, which is shared by the Crosspointe Village Condominium Complex. Directly adjacent to the subject property is the private street for Crosspointe and landscape buffers.

The nearest building would be 80 feet from the proposed building blocks. To the north, the two-story BT1 product is setback 20 feet from the property line. To the north of the site is the Stepping Stone planned development, which consists of 34 two-story single-family units. The separation from the BT1 building block to the closest building in Stepping Stone is 40 feet. The BT3 building block is separated 85 feet from the nearest building in Stepping Stone.

Finally, in the southwest corner of VC North is a 0.46 acre large outdoor common open space area. This open space area would be accessible by residents of both VC North and VC South.

For VC South, BT 3 and BT4 are situated within a similar configuration as VC North along the Beach Blvd. Frontage. Two buildings of BT4 are also situated along the western boundary line facing Village Center Drive. These buildings have the front entries facing Village Center Drive, with the garages facing the internal development along the private street. Also, along the Village Center Drive frontage is three Building Type 5 (BT5) structures. These are a slight variation on the BT4 plan, as it includes only four units instead of five. The three remaining building blocks in VC South are oriented toward the center of the site, and along the middle section of the southern boundary line. Building Type 2 (BT2) is a two-story product, and is a slightly smaller configuration of BT1 with a total of 14 units between the two structures in the block. For VC south, there are two large common open space areas. Oriented adjacent to Village Center Drive and the main drive entry of the development, behind the perimeter fencing, is a 0.31 acre tot lot and picnic area. In addition, a wide landscape pavilion and seating area is provided in the middle of the development along the southern boundary to provide a connection point to the commercial phase of the development.

A Tentative Tract Map is proposed to subdivide the two existing parcels into a total of 47 lots. As proposed, a total of 22 numbered lots, and 26 lettered lots are proposed. The 22 numbered lots consist of the area where the residential building blocks are proposed, as well as the two recreational open space areas. The lettered lots consist of the private

streets, motor courts, and landscaped areas. The Map is proposed for condominium purposes to allow for each of the units to be sold separately.

**PARKING** – Table 3-6 in Section 20.320.030 of the Stanton Municipal Code identifies the minimum parking standard for residential units in a mixed-use development to be two parking spaces per unit with no additional guest parking requirement. The total parking requirement for the development would be 416 parking spaces. However, the applicant is proposing to provide 516 parking spaces, 100 spaces over the minimum.

In terms of parking configuration, a two-car garage is provided for each of the two- and three-bedroom units. For the 14 one-bedroom units provided throughout the development, a one-car garage is proposed, plus 14 open parking spaces along the private streets and in the open parking bays. For 14 of the two-bedroom units, tandem parking garages are proposed. For open parking spaces, VC North accommodates 61 spaces, while VC South accommodates 53 spaces.

As part of the development of the site plan, the developer was required to undertake a parking study to demonstrate that the proposed parking configuration would be sufficient for the type of units provided. The parking study has been included as an attachment for the City Council's consideration. The parking study concluded that the proposal would provide sufficient parking to accommodate the units. It also identified that a parking permit program administered through the homeowner's association would be an appropriate mechanism to ensure the open parking spaces are utilized appropriately. Several conditions of approval are also proposed for the development to ensure the spaces are utilized appropriately.

Overall, the development proposal is for condominium units varying from 730 to 1,850 square feet. These units are considerably smaller than the recent single family detached subdivisions that have been approved in the City in recent years. Due to the size of the units, the number of occupants (with and without vehicles) would likely be less than the single family detached housing product. This reduces the number of parking spaces per unit that would be required.

In terms of potential overflow parking into surrounding neighborhoods, this is not anticipated to occur from the development proposal. The site is a gated community, located on Beach Blvd., and surrounded largely by commercial developments. The condominium complex to the west is a gated community, thus overflow parking would not affect the complex. There are also no residential neighborhoods within walking distance of the development that would provide an opportunity for overflow parking. For the commercial parking areas, the residents would not have access to the parking lot for overnight parking purposes. As there are no opportunities for overflow parking in any walkable area, and a permit parking system would be implemented within the development, potential buyers would be fully informed of the parking availability within the development. Conditions of approval are proposed to require the permit parking program to be instituted for the development, as well as providing for a disclosure to the potential buyers identifying the number of parking spaces available for each unit, and open guest parking.



**LANDSCAPING/OPEN SPACE** – There are three large common open space areas provided throughout the development, one in VC North, and two in VC South. For VC North, a 0.41 acre area is provided in the southwest corner of the site for common open space purposes.

The main feature of the area is a large pool. However, a number of other amenities are proposed, including a large in-ground chess game board with a game court, chaise lounge seating, lounge chairs, dining areas with umbrellas, game tables, barbeques, large group dining areas, an outdoor fireplace and casual seating area, and shower and restroom facilities.

For VC South, a 0.31 acre area is proposed for a tot lot and picnic area. The amenities included in this area would be a large family barbeque and picnic area, 2-5 year age group play area, 5-12 year age group play area, benches throughout the area, shade sails, paseo landscaped walk, and lounge seating in the arrival court.

Finally, to ensure there is connectivity between the two phases of the mixed use development, a large landscaped linear park is provided through the middle of VC South that terminates at an outdoor seating area within the residential development, directly adjacent to the commercial phase. An area with decorative pavers, soft seating and table seating, along with a decorative trellis and shade structure are proposed. The decorative shade structure is complementary to the shade structure utilized in the outdoor seating area in the commercial phase. In the commercial phase, similar decorative paving would be utilized in the foot pavilion and outdoor seating area to create another point of connection. Steel rod fencing is also proposed in this portion to provide a visual connection between the two phases.

**FENCING** – New perimeter fencing is proposed for much of the development. For VC North, the northern property line adjacent to the Stepping Stone development has an existing decorative split-faced masonry wall, six feet in height. The wall was built as part of the Stepping Stone development and is still in good condition, therefore is proposed to remain. The grading for VC North is fairly consistent in height with the existing residential developments to the north and west, indicating that the height of the fencing should be generally consistent for both sides of the fence.

The existing wall along the western boundary line is owned by Crosspointe Village and is less than six feet in height. As proposed, this wall would be replaced with a new masonry wall, at a minimum of six feet in height. However, the Planned Development Permit would allow the wall to increase to a maximum of eight feet, if both parties of the shared wall agreed. To replace the existing wall, the existing mature trees on the Crosspointe Village property abutting the wall would need to be removed. To ensure the landscaping is maintained, a condition is included which would require a one-for-one replacement of the trees at a size of 24" box. If Crosspointe Village does not want the trees replanted, the number of trees must be placed elsewhere within the proposed development in addition to the existing number of proposed trees.

For the remainder of the perimeter of VC North, a decorative masonry wall, eight feet in

height is proposed on Beach Blvd. and Village Center Drive. Along Beach Blvd., the perimeter wall would be set back at varying dimensions from five feet to 12 feet to provide for visual articulation along the street frontage. Bermed landscaping would be provided in front of the wall to soften the overall appearance. Along Village Center Drive, the wall would curve along the street until the development entrance, where an enhanced drive and decorative gate entry would be installed. Along the western portion on Village Center Drive, where the common open space is provided, a mix of masonry and tubular steel fencing is proposed to provide articulation and visual interest.

For VC South, a similar wall treatment is proposed on Beach Blvd. and Village Center Drive as described above. However, the four buildings located on Village Center Drive as it turns southbound are oriented toward the street, with the front doors facing Village Center Drive. Tubular steel fencing is only proposed to be installed in between the buildings, maintaining the frontage open to the street.

The southern boundary line, which is shared with the commercial phase of the Project, would consist largely of decorative masonry walls up to eight feet in height. A gated vehicle exit would also be provided at the southwest corner of the development. For the connection point between the residential and commercial phases, a mix of masonry and tubular steel wall elements are proposed. The tubular steel is proposed to be utilized for the gated entries and to assist in the visual connection of between the two components of the mixed-use project.

**DESIGN AND ARCHITECTURE** — The proposed architecture is consistent with a contemporary Spanish architectural style. There are two distinct styles proposed, each having two minor style variations. For the internal, two-story building concepts, the two designs, Spanish and Monterey, provide for clay or terracotta roof shingles, stucco finish, with architectural enhancements including: large window encasements, wood and iron balcony features, and embellished ornamentation including masonry tiles within the roof pitch and decorative Spanish influenced wall mounted lanterns. Each style utilizes these same elements is slight variations, along with complementary earth toned paint palettes to provide variation, while maintaining continuity.

For the perimeter, 3-story building concepts, the two designs, Traditional Monterey and Spanish Monterey, provide an enhanced façade from the internal building concepts. Wood shingle or similar roofing material is proposed in differing colors to provide contrast between the two styles. Similar elements are proposed on both styles, including: mix of stucco and multiple types of wood siding, wood paneling accents, wood balcony features, and large window encasements with grid patterned windows, and iron finishes. Unlike the interior buildings, the buildings are connected on the upper two floors to create a larger building massing along the major Beach Blvd. street frontage. Architectural enhancements are also focused on the upper two floors that face Beach Blvd. and Village Center Drive to be visible above the perimeter walls. For the Traditional Monterey Style, the major visual elements are large sections of horizontal wood paneling, proposed to be painted in a deep rich red tone. For the Spanish Monterey Style, the major visual elements are two vertical sections of brick work in exchange for the colored wood siding.

**OFF-SITE/STREET IMPROVEMENTS** – The Project would implement the Livable Beach Blvd. Mobility Plan by installing a four-foot-wide landscape planter and six-foot-wide sidewalk along the entire length of the site. The parkway treatment would be in the same size and utilize the same landscape palette as the commercial phase to create continuity between the two phases.

On Village Center Drive, the two entrances to the development are proposed to be relocated closer to Beach Blvd. The City Engineer and Caltrans reviewed the proposed locations for the new driveways and determined them to be acceptable. In order to provide an unobstructed right and left turn lane out of each of the driveways, the median in the middle of Village Center, closest to Beach Blvd., is proposed to be shortened. In addition, the existing street light is proposed to be removed.

In terms of sidewalks, the proposal is to maintain the existing sidewalk improvements on Village Center Drive. On the north side of Village Center, the sidewalk, which is fully improved along the entire length of the property, is proposed to remain. For the southern portion of the street, the existing sidewalk currently terminates at the existing drive cut. It is proposed to maintain this existing configuration, and not provide an improved sidewalk in the public right-of-way. The portion from the complex drive entrance, to the west of the tot lot area would not have any proposed sidewalks. Just west of the tot lot, where the building blocks fronting Village Center are proposed, is a sidewalk that is on the private property, but publicly accessible. There are no proposed sidewalks along the commercial phase frontage of Village Center Drive. The City Engineer reviewed the sidewalk proposal and determined it to be acceptable for the safe passage of pedestrians.

**PLANNED DEVELOPMENT PERMIT** – The applicant is requesting a Planned Development Permit (PDP) which will allow for greater flexibility from the strict application of the Stanton Municipal Code. The proposed project is the residential phase of a mixed-use development. The development has been designed to provide an enhanced pedestrian experience on Beach Blvd. by providing a meandering perimeter wall with varying setbacks and landscaping, along with a more traditional rear setback to complement the existing residential complex to the west. In addition, to provide for the maximum number of parking spaces on-site, while provide for clear emergency vehicle access, and maximizing the square footage of open space, tandem parking is proposed for a total of 14 units throughout the development.

To accommodate the enhanced development experience, and to be consistent with the commercial phase, the Planned Development Permit is proposed to provide modifications to the building setback requirements, build-to-zone, surface parking regulations, allowance for tandem parking fence heights, and window surface area.

**DEVELOPMENT AGREEMENT** – As part of the entitlement process, the City Council authorized staff to enter into negotiations for a development agreement for this project. The Development Agreement would vest the Applicant with the authority to develop the residential subdivision in accordance with existing land use laws, regulations, and

ordinances. In other words, if the land use laws, regulations, and ordinances change during the life of the Development Agreement, the applicant would still be able to develop the project in accordance with the Agreement. In exchange, the developer has agreed to provide substantial improvements to the site and neighborhood by offering a high quality subdivision consisting of high quality architectural features, enhances landscaping, entry and corner improvements, and enhanced common open space elements within the development, along with a financial contribution for the improvement of public facilities throughout the City.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the California Environmental Quality Act, a Mitigated Negative Declaration (MND) was drafted for this project. The environmental factors that were determined to require mitigation included: Air Quality, Biological Resources, Cultural Resources, Noise, Transportation/Traffic, and Mandatory Findings of Significance. The Notice of Availability for the state-mandated 30-day public review period was released on October 3, 2017. Written comments on the Draft MND (SCH#2017101007) were accepted until November 6, 2017. The City received eight letters from stakeholder agencies. Responses to comments were drafted and have been incorporated as part of the MND for consideration. A Mitigation Monitoring Program has also been drafted and incorporated into the document. On March 28, 2018, the Planning Commission acting as the Lead Agency approved the Mitigated Negative Declaration as part of the consideration of the commercial component. On April 19, 2018, the Garden Grove Planning Commission approved the MND as a Responsible Agency. Notices of Determination were filed after each action on the project.

**STRATEGIC PLAN OBJECTIVE ADDRESSES:**

5 – Provide a High Quality of Life

**PUBLIC NOTIFICATION:**

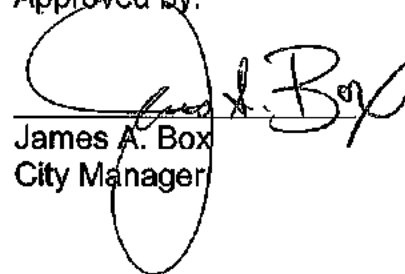
Notice of Public Hearing was mailed to all property owners within a five hundred-foot radius of the subject property and made public through the agenda-posting process.

Prepared By:



Kelly Hart  
Community and Economic  
Development Director

Approved by:



James A. Box  
City Manager

## **ATTACHMENTS**

- A. Resolution No. 2018-26 – PDP18-01
- B. Resolution No. 2018-25 – PPD-790
- C. Resolution No. 2018-27 – TM18-01
- D. Ordinance No. 1078 – DA18-01 (Draft Development Agreement included as Exhibit A)
- E. Approved Mitigation Monitoring and Reporting Program (Full Mitigated Negative Declaration (SCH#2017101007) available electronically)
- F. Vicinity Map
- G. Parking Study
- H. Architectural Plans

**RESOLUTION NO. 2018-26**

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF STANTON, CALIFORNIA APPROVING PLANNED DEVELOPMENT PERMIT PDP18-01 TO ALLOW CUSTOMIZED DEVELOPMENT STANDARDS FOR THE DEVELOPMENT OF THE 11.64 ACRE RESIDENTIAL COMPONENT OF THE VILLAGE CENTER MIXED USE PROJECT FOR THE PROPERTIES LOCATED AT 12631-12811 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH A SOUTH GATEWAY MIXED USE (SGMX) OVERLAY AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, Brookfield Homes Southern California, LLC is the applicant for the proposed development, and is requesting the approval of a Precise Plan of Development PPD-790, Planned Development Permit PDP18-01, Tentative Tract Map TM18-01, Development Agreement DA18-01, and a Mitigated Negative Declaration (MND) for the development of a 11.64 acre site ("Residential Project Site"); and

**WHEREAS**, the project applicants, Frontier Real Estate Investments, LLC and Brookfield Homes Southern California, LLC, propose a mixed-use project that would involve demolition of all 61,905 square feet of commercial uses in Village Center North and 93,391 square feet of commercial uses in Village Center; development of up to 208 condominium units of 1 to 3 bedrooms each (94 in Village Center and 114 in Village Center North); redevelopment and re-use of up to 93,873 square feet of commercial uses in Village Center ("Project"). In the portion of the Project site located in Garden Grove, approximately 30,320 square feet of commercial uses in the main buildings would remain, and two new commercial pads would be built along Beach Boulevard, for a total of about 38,200 square feet at Project completion in Garden Grove. The Project includes the consideration of a Precise Plan of Development, Conditional Use Permits, Planned Development Permit, and a Parcel Map for the commercial component of the project (Commercial Phase). The Project also involves consideration of a Parcel Map for the commercial phase, Site Plan Review, and a Conditional Use Permit by the City of Garden Grove. The Commercial Phase entitlements have already been approved by the City of Stanton and the City of Garden Grove on March 28, 2018 and April 19, 2018, respectively. The residential component of the project includes a Precise Plan of Development, Planned Development Permit and Tentative Tract Map and Development Agreement for the residential component of the project; and

**WHEREAS**, the 21.87-acre site is at the northwest corner of Beach Boulevard and Garden Grove Boulevard. The southernmost 4.1 acres of the Project site are located in the City of Garden Grove, while the balance of the Project site is located within the City of Stanton, with the residential portion of the development generally located on the western portion of the intersection of Beach Blvd. and Village Center Drive; and

**WHEREAS**, the residential phase of the Project would require the following approvals from the City of Stanton: Precise Plan of Development PPD-790, Planned Development Permit PDP18-01, Tentative Parcel Map TM18-01, and Development Agreement DA18-01; and

**WHEREAS**, pursuant to the California Public Resources Code section 21067 and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.) section 15051, the City is the lead agency for the proposed Project. The City of Garden Grove is a responsible agency; and

**WHEREAS**, the City's Planning Commission was the decision-making body for the first phase, the Commercial Phase, of the Project. Therefore the City's Planning Commission was responsible for reviewing and approving the Project's environmental documentation (State CEQA Guidelines, § 15025(b)(2)); and

**WHEREAS**, City staff reviewed the Project, which consisted of both the Commercial Phase and the Residential Phase, and prepared an Initial Study pursuant to State CEQA Guidelines section 15063; and

**WHEREAS**, on the basis of the Initial Study, which concluded that the Project would have potentially significant impacts but that those impacts could be reduced to less than significant levels with implementation of the proposed mitigation measures, the City determined that a Mitigated Negative Declaration ("MND") should be prepared for the Project, and an MND, bearing the State Clearinghouse Number 2017101007, was prepared pursuant to Public Resources Code sections 21064.5 and 21080, subdivision (c), and the State CEQA Guidelines section 15070 et seq.; and

**WHEREAS**, the City distributed a Notice to Intent to Adopt a Mitigated Negative Declaration to responsible and trustee agencies, interested members of the public, and individuals who had previously requested to receive notice of CEQA documents on October 3, 2017 pursuant to State CEQA Guidelines section 15072; and

**WHEREAS**, the thirty-day public review and comment period began on October 3, 2017 and ended on November 6, 2017, pursuant to Public Resources Code section 21091(b); and

**WHEREAS**, the City also provided copies of the draft MND and Initial Study to the State Clearinghouse for a thirty-day state agency review and comment period beginning on October 4, 2017 and ending on November 2, 2017; and

**WHEREAS**, the City received eight comment letters during the public and state agency review periods; and

**WHEREAS**, the City has prepared written responses to the comment letters received during the public and state agency public review periods. The City's written responses to the comment letters received are compiled in the final MND; and

**WHEREAS**, in accordance with State CEQA Guidelines section 15073(e), on March 20, 2018, the City provided written notice to all public agencies that commented on the proposed MND of the public hearing to be held on the project for which the MND was prepared; and

**WHEREAS**, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines

section 15074(d), the City has prepared a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects (the "Mitigation Monitoring and Reporting Program"); and

**WHEREAS**, on March 28, 2018, the City's Planning Commission conducted a duly noticed special meeting to hold a public hearing to consider the Commercial Phase of the Project, and the environmental documentation for the Project. At the conclusion of the public hearing, the City's Planning Commission unanimously approved the Mitigated Negative Declaration (SCH#2017101007) and the Commercial Phase of the Project; and

**WHEREAS**, pursuant to Public Resources Code section 21152, the City of Stanton filed a Notice of Determination with the County Clerk and State Clearinghouse on April 2, 2018. In accordance with Public Resources Code section 21167, the statutory time period for challenging the MND ended on May 2, 2018. No challenges were brought against the MND and thus the MND is presumed valid in accordance with Public Resources Code section 21167.2; and

**WHEREAS**, on April 19, 2018, the Garden Grove Planning Commission conducted a duly noticed public hearing to consider the commercial phase of the Project located within the City of Garden Grove, and review and approve the Mitigated Negative Declaration (SCH#2017101007) as a responsible agency; and

**WHEREAS**, pursuant to Public Resources Code section 21152, the City of Garden Grove filed a Notice of Determination with the County Clerk and State Clearinghouse on April 20, 2018; and

**WHEREAS**, the City Council is the decision-making body for the second phase, the residential phase, of the Project and is responsible for making the determination that residential phase of the Project is consistent with the approved environmental documentation (State CEQA Guidelines, § 15025(b)(2)); and

**WHEREAS**, as contained herein, the City has endeavored in good faith to set forth the basis for its decision on the proposed Project; and

**WHEREAS**, the City has endeavored to take all steps and impose all conditions necessary to ensure that impacts to the environment would not be significant; and

**WHEREAS**, all of the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

**WHEREAS**, the City Council has reviewed the application materials, MND, Initial Study, and all other relevant information contained in the record regarding the Project; and

**WHEREAS**, on May 16, 2018, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to make a recommendation to the City



Council to approve Planned Development Permit PDP18-01 to allow for modified development standards for the residential phase of the Project. At the conclusion of the public hearing, the Planning Commission unanimously voted to recommend the City Council approve the Project; and

**WHEREAS**, on June 12, 2018, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the Project; and

**WHEREAS**, the Council 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**, the findings and conclusions made by the City Council in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution; and

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

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND:**

**SECTION 1: CEQA.** The City Council has reviewed and considered the information contained in the MND, Initial Study, and administrative record, on file with the City and available for review at City Hall, 7800 Katella Avenue, Stanton, California. The City Council, acting as lead agency, on March 28, 2018 found that the MND and Initial Study have been completed in compliance with the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") and the State CEQA Guidelines. Upon review of the residential phase of the Project, the City Council finds that the residential phase development is in conformance with and fully covered by the approved Mitigated Negative Declaration (SCH# 2017101007). The City Council finds that the MND contains a complete and accurate reporting of the environmental impacts associated with the Project, including the residential phase. The City Council also finds that the MND and the administrative record have been completed in compliance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines. The City Council also finds and determines that the MND reflects the City's independent judgment.

**SECTION 2: Findings on Environmental Impacts.** Based on the substantial evidence set forth in the record, including but not limited to the Initial Study and MND, the City Council finds that the residential phase of the Project was fully covered by the MND and that no further subsequent environmental review is required under Public Resources Code section 21166 and State CEQA Guidelines section 15162. The residential phase of the Project was an integral component of the activity that was evaluated in the MND. All impacts of the Project, including impacts associated with the residential phase, would be mitigated to a less than significant

level with mitigation called for in the Mitigation Monitoring and Reporting Program. Therefore, the City Council finds that none of the conditions under Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring the need for further subsequent environmental review have occurred because the residential phase of the Project:

a) does not constitute a substantial change that would require major revisions of the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

b) does not constitute a substantial change with respect to the circumstances under which the Project would be administered that would require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

c) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the MND was approved showing any of the following: (i) the Project would have one or more significant effects not discussed in the MND; (ii) significant effects previously examined would be substantially more severe than shown in the MND; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the City declined to adopt such measures; or (iv) mitigation measures or alternatives considerably different from those analyzed in the MND that would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

For the foregoing reasons, the City Council find that the residential phase of the Project is fully covered by the MND and that no further environmental review is required before the City Council may act on the residential phase entitlements.

**SECTION 3:** That in accordance with the requirements as set forth in Section 20.520.060 of the Stanton Municipal Code:

- A. The Planned Development Permit will be allowed within the subject overlay zone, be consistent with the General Plan and any applicable specific plan, be generally in compliance with all of the applicable provisions of this Development Code, and ensure compatibility of property uses within the surrounding neighborhood of the proposed development.

The residential phase is consistent with the General Plan. Specifically:

- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The two lots where the Project Site lies have been mostly vacant and dilapidated for numerous years. The Project would revitalize the site with a high-quality mixed-use development

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inclusive of over 10 acres of commercial development and over 11 acres of residential development. The residential phase would provide for 208 residential condominium units with large open spaces and amenities, creating a residential enclave, with direct access to the commercial phase of the development. The residential phase has been designed to create a compatibility with the high intensity corridor of Beach Blvd. by providing for intense landscaping, use of dual panel windows, and a meandering block wall around the perimeter to ensure the infill mixed-use development would be compatible with the high use corridor.

- Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. Installation of a four foot landscaped parkway planter with a six foot sidewalk treatment, along with the landscaping on the development side provides for an enhanced pedestrian atmosphere along Beach Blvd., that would extend along the length of the Project inclusive of the commercial component. In addition, the residential phase of the Project is designed to provide an enhanced streetscape inclusive of high quality elevations, with architectural features proposed on the second and third floors of the buildings to ensure the improvements are visible from Beach Blvd. above the perimeter wall. The perimeter wall is proposed to provide varying setbacks to create a meandering feel and not one solid wall structure. Landscaping is also proposed to be provided in front of the wall, and bermed to reduce the overall visual impact of the wall. Enhanced entries to the development are also proposed including use of decorative paving, steel fencing, and landscaping to provide for an attractive streetscape and entrance to the development.

The development complies with all the applicable provisions of the development code, apart from the proposed modifications as part of the Planned Development Permit. A Planned Development Permit is proposed to allow for modifications of some of the development standards including modification of setbacks, build-to-zone areas, percentage of building frontage within build-to-zone, fencing heights, parking, and window surface area to create a high quality development, and provide a cohesive transition between the commercial and residential developments, while also providing for appropriate view corridors for the commercial component while traveling southbound on Beach Blvd. With approval of the Planned Development Permit and associated Precise Plan of Development, Tentative Tract Map, and Development Agreement, the development would be in full compliance with the municipal code and all other city regulations and policies. The proposed use is compatible with the surrounding neighborhood. The project site is surrounded by a mix of commercial and residential uses, with the adjacent uses being residential in nature, including a two-story condominium project, and a two-story planned development single family development. In portions of the project where the buildings are proposed to be near the adjacent property lines, the proposed building height would be two-stories, while the building heights along Beach Blvd. and Village Center Drive would be three stories. This use of two story structures would ensure compatibility with the adjacent uses, while providing a

street frontage compatible with the higher density developments anticipated in the future.

- B. The proposed project will produce a comprehensive development of superior quality and excellence of design than might not otherwise occur from more typical development applications.

The residential phase of the Project utilizes superior quality in design, taking into consideration the surrounding uses, the intensity of the adjacent corridor, and designed to be compatible with the adjacent commercial phase of the Project. Specifically, a larger building setback is proposed of 25 to 30 feet, with use of a meandering perimeter block wall and landscaping in the front setback areas. This is done to reduce noise impacts from the heavy use corridor of Beach Blvd., provide privacy to the residents, while also providing a positive pedestrian atmosphere. A four foot parkway planter is proposed providing a buffer to the pedestrians walking along the street. The landscape buffer and meandering perimeter wall provides a softened and more dynamic visual aesthetic for the pedestrians on Beach Blvd. Three story structures are also proposed along Beach Blvd. and Village Center Drive, with additional architectural enhancements to be included on the upper stories to be visible above the perimeter walls. Modified side setbacks are also proposed to provide a greater buffer to the commercial uses in the commercial phase of the development to create a more compatible atmosphere for all users. An enhanced connection point is also proposed between the residential and commercial phases inclusive of a large statement tree, outdoor lounge furniture and a trellis treatment. The larger setback provides for this connection opportunity. Additional modifications to the code are proposed to provide for the greatest efficiency in use of land to maximize the outdoor common spaces and landscaping.

- C. Proper standards and conditions have been imposed to ensure the protection of the public health, safety, and welfare.

Associated resolutions for PPD-790, and TM18-01 approval of the residential phase of the Project include multiple conditions of approval that have been imposed on the project to ensure the protection of the public health, safety, and welfare. Further, the project has been reviewed by the Orange County Fire Authority, Caltrans, Engineering, and Building Divisions to ensure compliance with all other departments and outside agencies. In addition, a Mitigated Negative Declaration has been prepared for the Project which concluded that the Project would have potentially significant impacts but that those impacts could be reduced to less than significant levels with implementation of the proposed mitigation measures. A mitigation monitoring and reporting program has also been prepared for the Project to ensure all mitigation measures are implemented and maintained. The residential phase of the Project is inclusive of demolition of all commercial structures in the phase area, grading, and construction of 208 attached condominium units with 516 parking spaces, common and private open spaces, and connectivity to the commercial phase of the Project. The Project has been designed to ensure minimum standards have been maintained for drive aisles, turning

radii, parking, and vehicular and pedestrian circulation to ensure it will not be detrimental to the public health, safety or general welfare.

- D. Proper on-site traffic circulation (e.g., pedestrian and vehicular) and control is designed into the development to ensure protection for fire suppression and police surveillance equal to or better than what would normally be created by compliance with the minimum setback and parcel width standards identified in Article 2 (Zone-Specific Standards).

The circulation on the property is suitable for the proposed residential phase and has been reviewed by the Orange County Fire Authority (OCFA) to ensure adequate circulation is provided for public and emergency vehicle access. The property is accessible from two driveways on either side of Village Center Drive, as well as an emergency access, and residential exit point at the southwest corner of the development with access through the commercial development. To ensure the emergency vehicles have proper circulation, along with providing safe pedestrian access, modified setbacks have been allowed through the Planned Development Permit. In addition, street lighting, and ambient building lighting is provided throughout the development to provide enhanced police surveillance opportunities and safe pedestrian access throughout the development.

- E. The subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development.

The minimum site requirement for a mixed-use development in the SGMX Overlay is 50,000 square feet. The subject site is 21.87 acres, which exceeds the minimum requirement. The residential phase of the Project Site is accessed by two driveways on Village Center Drive, and one emergency access and residential exit point at the southwest corner of the development through the commercial phase of the Project. With the multiple access points, and internal circulation with the use of internal streets and sidewalks provided throughout the development, proper vehicular and pedestrian access is achieved. In addition, the site is adequately parked for the proposed residential phase per the municipal code. The Planned Development Permit (PDP) would allow for flexibility in the efficient use of land and to allow effective design responses to site features.

- F. Adequate public services and facilities exist, or will be provided, in compliance with the conditions of approval, to serve the proposed development and the approval of the proposed development will not result in a reduction of public services to properties in the vicinity to be a detriment to public health, safety, and general welfare.

The General Plan identifies the property as South Gateway Mixed Use District which allows for commercial, office and residential uses that are horizontally integrated. At the time of the General Plan adoption, through the EIR process, it was determined that there are adequate public services to accommodate the added growth anticipated for General Plan build out. The proposed project is located within an urbanized area, is accessible by existing streets, and is located within the service areas of all existing utilities and public services for the area. Further, conditions of approval for the project

will ensure that the proposed development will not result in a reduction of public services to properties in the vicinity to be a detriment to public health, safety, and general welfare.

- G. The proposed development, as conditioned, will not have a substantial adverse effect on surrounding properties or their allowed use.

The project will not have substantial adverse effect on surrounding properties. The residential phase of the Project includes the demolition of all existing structures within the phase area, and construction of a 208 unit condominium complex with 516 parking spaces, and common open space. The project has been designed to have similar height and building massing as existing adjoining residential developments with larger building setbacks for the three-story product. Conditions of approval have been included to ensure that during the construction phase, appropriate measures are taken to minimize the impacts of the construction activities. Perimeter walls will also be constructed to provide a buffer for the residential development from the commercial phase, as well as the existing residential developments from the new development. Enhanced landscaping along the street frontage will be provided to enhance the aesthetic quality of the streetscape. Surrounding uses include residential units and a commercial uses. The development of the residential phase as proposed will not limit the ability for the surrounding properties to maintain their allowed uses.

- H. If the development proposes to mix residential and commercial uses whether done in a vertical or horizontal manner, the residential use is designed in a manner that it is appropriately buffered from the commercial use and is provided sufficiently enhanced amenities to create a comfortable and healthy residential environment and to provide a positive quality of life for the residents. The enhanced amenities may include additional landscaping, additional private open space, private or separated entrances, etc.

The development proposal is part of a horizontal mixed use project which is being processed in two phases. Phase One is inclusive of all the commercial development, while Phase Two is the residential development. The commercial phase of the project includes complementary architectural features, and the development is connected with a cohesive landscape palette design. The residential phase has been designed to create an enhanced and complimentary environment to the commercial phase, while also providing a buffer between the two uses with dense landscaping and a perimeter decorative block wall with a pedestrian gate. The inclusion of landscaping along the perimeter of the property and in the new proposed parkway enhances the pedestrian experience along Beach Boulevard.

- I. The design, location, operating characteristics, and size of the proposed development will be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection.

The Project consists of the redevelopment of a dilapidated shopping center and provides for commercial opportunities for the surrounding residents with construction of new residential units. The proposed design and operating characteristics will be

consistent with features as the existing developments within the neighborhood. The residential phase consists of two and three story structures. The two story structures are oriented towards the existing residential uses that are also two stories in height, while oriented toward Beach Blvd., the development includes three story structures, which would be compatible with future anticipated development that could be a maximum of five stories in height. Architectural elements such as the use of wood treatments, iron elements, and stucco are proposed. Varied colors with a neutral and deep earth tone palette, materials and details add visual interest and the overall design scheme for the proposed buildings is complementary to the existing residential structures along with the commercial phase, which will provide cohesive overall design for the Village Center. Surrounding structures are commercial and residential in nature. The residential phase utilizes similar materials; however, the proposed development would provide an enhanced aesthetic quality and modernize the architectural features that are found in the surrounding residential developments.

**SECTION 4:** That based upon the above findings, the City Council approves Planned Development Permit PDP18-01 for the modification of zoning standards, subject to the following Conditions:

1. Planned Development Permit PDP18-01 shall not be effective unless and until Precise Plan of Development PPD-790, and Tentative Tract Map No. 18153 (TM18-01) are adopted or otherwise become effective.
2. Planned Development Permit PDP18-01 shall terminate if Precise Plan of Development PPD-790 and Tentative Tract Map No. 18153 (TM18-01) are denied or allowed to lapse.
3. All applicable conditions of approval for PPD-790 and Tentative Tract 18135 (TM18-01) shall be required for PDP18-01.

**SECTION 5:** The City Council hereby finds that all of the facts, findings and conclusions set forth above in this Resolution are true and correct.

**SECTION 6:** That based upon the above findings, the City Council approves Planned Development Permit PDP18-01 based on the findings listed in Section 3 and the conditions of approval in accordance with Exhibit "A" attached hereto and made a part of this Resolution.

**SECTION 7:** The City Council directs City staff to prepare, execute, and file a Notice of Determination with the Orange County Clerk within five (5) working days of the City Council's action on the residential phase entitlements.

**ADOPTED, SIGNED AND APPROVED** by the City Council of the City of Stanton at a regular meeting held on June 12, 2018 by the following vote, to wit:

\_\_\_\_\_  
DAVID J. SHAWVER, 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 Resolution, being Resolution No. 2018-26 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 June 12, 2018 and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK



## **Exhibit "A"**

### **Planned Development Permit PDP18-01 Residential Phase of Village Center Project**

1. Complete project approval is contingent upon City Council approval of: Precise Plan of Development PPD-790, Tentative Tract Map TM18-01, and Planned Development Permit PDP18-01. Any associated conditions, related to the approval of the aforementioned entitlements, shall be integrated into the project plans or development.
2. Development standards for this Planned Development shall comply with all regulations of Title 20 of the Stanton Municipal Code (SMC) and all other relevant regulations in the SMC unless otherwise stipulated herein and/or in an applicable development agreement, or identified on the approved development plan.
3. Lot size: Through an application of a Tract Map, the minimum lot size standards for new parcels shall not be applicable.
4. Setbacks:
  - Front (Beach Blvd. Frontage): Minimum 15 foot building setback
  - Side Setback: Minimum 10 foot building setback
  - Rear Setback: Minimum 10 foot building setback
  - Streetside Setback: Minimum 15 foot building setback
5. Build-to-Zone: The Build-to-Zone shall be set at 0-40 feet.
6. Building Frontage Length: The area of the building within the build-to-zone shall be a minimum of 45%.
7. Window Surface Area: Window surface area for the first and upper floors shall be a minimum of 15% of the front building elevation.
8. Fencing:
  - Maximum height for perimeter fencing along all setback areas shall be eight (8) feet.
  - Beach Blvd. Fencing – perimeter fencing on Beach Blvd. shall maintain a varying setback between five (5) to fifteen (15) feet, with the maximum length of fencing segment at a single setback dimension shall be sixty (60) feet.
9. Sidewalks
  - Sidewalks shall be provided along one side of the private street.
  - Sidewalks throughout the development shall be a minimum of four feet in width.

#### 10. Drive Apron

- The maximum drive apron width shall be 75 feet for entrance to the subdivision.

#### 11. Parking

- Tandem parking may be permitted within an enclosed garage with the minimum dimension of 10 feet wide by 40 feet deep.
- One street parking along the provide street may be utilized to count toward the minimum parking standards.
- Surface parking shall be setback a minimum of five (5) from the front property line, and shall be screened.

## **RESOLUTION NO. 2018-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, APPROVING PRECISE PLAN OF DEVELOPMENT PPD-790 FOR THE DEVELOPMENT OF THE 11.64 ACRE RESIDENTIAL PHASE OF THE VILLAGE CENTER MIXED USE PROJECT, WHICH CONSISTS OF THE DEMOLITION OF ALL COMMERCIAL BUILDINGS WITHIN THE RESIDENTIAL PHASE, AND CONSTRUCTION OF 208 CONDOMINIUM UNITS, COMMON OPEN SPACE AREAS WITH PERMANENT IMPROVEMENTS INCLUDING A SWIMMING POOL, TOT LOT, AND LOUNGE AREAS, WITH PRIVATE STREETS FOR THE PROPERTIES LOCATED AT 12631-12811 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH A SOUTH GATEWAY MIXED USE (SGMX) OVERLAY**

**WHEREAS**, Brookfield Homes Southern California, LLC is the applicant for the proposed development, and is requesting the approval of a Precise Plan of Development PPD-790, Planned Development Permit PDP18-01, Tentative Tract Map TM18-01, Development Agreement DA18-01, and a Mitigated Negative Declaration (MND) for the development of a 11.64 acre site ("Residential Project Site"); and

**WHEREAS**, the project applicants, Frontier Real Estate Investments, LLC and Brookfield Homes Southern California, LLC, propose a mixed-use project that would involve demolition of all 61,905 square feet of commercial uses in Village Center North and 93,391 square feet of commercial uses in Village Center; development of up to 208 condominium units of 1 to 3 bedrooms each (94 in Village Center and 114 in Village Center North); redevelopment and re-use of up to 93,873 square feet of commercial uses in Village Center ("Project"). In the portion of the Project site located in Garden Grove, approximately 30,320 square feet of commercial uses in the main buildings would remain, and two new commercial pads would be built along Beach Boulevard, for a total of about 38,200 square feet at Project completion in Garden Grove. The Project includes the consideration of a Precise Plan of Development, Conditional Use Permits, Planned Development Permit, and a Parcel Map for the commercial component of the project (Commercial Phase). The Project also involves consideration of a Parcel Map for the commercial phase, Site Plan Review, and a Conditional Use Permit by the City of Garden Grove. The Commercial Phase entitlements have already been approved by the City of Stanton and the City of Garden Grove on March 28, 2018 and April 19, 2018, respectively. The residential component of the project includes a Precise Plan of Development, Planned Development Permit and Tentative Tract Map and Development Agreement for the residential component of the project; and

**WHEREAS**, the 21.87-acre site is at the northwest corner of Beach Boulevard and Garden Grove Boulevard. The southernmost 4.1 acres of the Project site are located in the City of Garden Grove, while the balance of the Project site is located within the City of Stanton, with the residential portion of the development generally located on the western portion of the intersection of Beach Blvd. and Village Center Drive; and

**WHEREAS**, the residential phase of the Project would require the following approvals from the City of Stanton: Precise Plan of Development PPD-790, Planned Development Permit PDP18-01, Tentative Parcel Map TM18-01, and Development Agreement DA18-01; and

**WHEREAS**, pursuant to the California Public Resources Code section 21067 and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.) section 15051, the City is the lead agency for the proposed Project. The City of Garden Grove is a responsible agency; and

**WHEREAS**, the City's Planning Commission was the decision-making body for the first phase, the Commercial Phase, of the Project. Therefore the City's Planning Commission was responsible for reviewing and approving the Project's environmental documentation (State CEQA Guidelines, § 15025(b)(2)); and

**WHEREAS**, City staff reviewed the Project, which consisted of both the Commercial Phase and the Residential Phase, and prepared an Initial Study pursuant to State CEQA Guidelines section 15063; and

**WHEREAS**, on the basis of the Initial Study, which concluded that the Project would have potentially significant impacts but that those impacts could be reduced to less than significant levels with implementation of the proposed mitigation measures, the City determined that a Mitigated Negative Declaration ("MND") should be prepared for the Project, and an MND, bearing the State Clearinghouse Number 2017101007, was prepared pursuant to Public Resources Code sections 21064.5 and 21080, subdivision (c), and the State CEQA Guidelines section 15070 et seq.; and

**WHEREAS**, the City distributed a Notice to Intent to Adopt a Mitigated Negative Declaration to responsible and trustee agencies, interested members of the public, and individuals who had previously requested to receive notice of CEQA documents on October 3, 2017 pursuant to State CEQA Guidelines section 15072; and

**WHEREAS**, the thirty-day public review and comment period began on October 3, 2017 and ended on November 6, 2017, pursuant to Public Resources Code section 21091(b); and

**WHEREAS**, the City also provided copies of the draft MND and Initial Study to the State Clearinghouse for a thirty-day state agency review and comment period beginning on October 4, 2017 and ending on November 2, 2017; and

**WHEREAS**, the City received eight comment letters during the public and state agency review periods; and

**WHEREAS**, the City has prepared written responses to the comment letters received during the public and state agency public review periods. The City's written responses to the comment letters received are compiled in the final MND; and

**WHEREAS**, in accordance with State CEQA Guidelines section 15073(e), on March 20, 2018, the City provided written notice to all public agencies that commented on the proposed MND of

the public hearing to be held on the project for which the MND was prepared; and

**WHEREAS**, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the City has prepared a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects (the "Mitigation Monitoring and Reporting Program"); and

**WHEREAS**, on March 28, 2018, the City's Planning Commission conducted a duly noticed special meeting to hold a public hearing to consider the Commercial Phase of the Project, and the environmental documentation for the Project. At the conclusion of the public hearing, the City's Planning Commission unanimously approved the Mitigated Negative Declaration (SCH#2017101007) and the Commercial Phase of the Project; and

**WHEREAS**, pursuant to Public Resources Code section 21152, the City of Stanton filed a Notice of Determination with the County Clerk and State Clearinghouse on April 2, 2018. In accordance with Public Resources Code section 21167, the statutory time period for challenging the MND ended on May 2, 2018. No challenges were brought against the MND and thus the MND is presumed valid in accordance with Public Resources Code section 21167.2; and

**WHEREAS**, on April 19, 2018, the Garden Grove Planning Commission conducted a duly noticed public hearing to consider the commercial phase of the Project located within the City of Garden Grove, and review and approve the Mitigated Negative Declaration (SCH#2017101007) as a responsible agency; and

**WHEREAS**, pursuant to Public Resources Code section 21152, the City of Garden Grove filed a Notice of Determination with the County Clerk and State Clearinghouse on April 20, 2018; and

**WHEREAS**, the City Council is the decision-making body for the second phase, the residential phase, of the Project and is responsible for making the determination that residential phase of the Project is consistent with the approved environmental documentation (State CEQA Guidelines, § 15025(b)(2)); and

**WHEREAS**, as contained herein, the City has endeavored in good faith to set forth the basis for its decision on the proposed Project; and

**WHEREAS**, the City has endeavored to take all steps and impose all conditions necessary to ensure that impacts to the environment would not be significant; and

**WHEREAS**, all of the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

**WHEREAS**, the City Council has reviewed the application materials, MND, Initial Study, and all other relevant information contained in the record regarding the Project; and

**WHEREAS**, on May 16, 2018, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to make a recommendation to the City Council to approve Precise Plan of Development PPD-790 to allow for construction of 208 condominium units with common open space, parking and private streets. At the conclusion of the public hearing, the Planning Commission unanimously voted to recommend the City Council approve the Project; and

**WHEREAS**, on June 12, 2018, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the Project; and

**WHEREAS**, the Council 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**, the findings and conclusions made by the City Council in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution; and

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

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND:**

**SECTION 1:** The City Council hereby finds that all of the facts, findings and conclusions set forth above in this Resolution are true and correct.

**SECTION 2: CEQA.** The City Council has reviewed and considered the information contained in the MND, Initial Study, and administrative record, on file with the City and available for review at City Hall, 7800 Katella Avenue, Stanton, California. The City Council, acting as lead agency, on March 28, 2018 found that the MND and Initial Study have been completed in compliance with the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") and the State CEQA Guidelines. Upon review of the residential phase of the Project, the City Council finds that the residential phase development is in conformance with and fully covered by the approved Mitigated Negative Declaration (SCH# 2017101007). The City Council finds that the MND contains a complete and accurate reporting of the environmental impacts associated with the Project, including the residential phase. The City Council also finds that the MND and the administrative record have been completed in compliance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines. The City Council also finds and determines that the MND reflects the City's independent judgment.

**SECTION 3: Findings on Environmental Impacts.** Based on the substantial evidence set forth in the record, including but not limited to the Initial Study and MND, the City Council finds that the residential phase of the Project was fully covered by the MND and that no further

subsequent environmental review is required under Public Resources Code section 21166 and State CEQA Guidelines section 15162. The residential phase of the Project was an integral component of the activity that was evaluated in the MND. All impacts of the Project, including impacts associated with the residential phase, would be mitigated to a less than significant level with mitigation called for in the Mitigation Monitoring and Reporting Program. Therefore, the City Council finds that none of the conditions under Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring the need for further subsequent environmental review have occurred because the residential phase of the Project:

a) does not constitute a substantial change that would require major revisions of the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

b) does not constitute a substantial change with respect to the circumstances under which the Project would be administered that would require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

c) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the MND was approved showing any of the following: (i) the Project would have one or more significant effects not discussed in the MND; (ii) significant effects previously examined would be substantially more severe than shown in the MND; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the City declined to adopt such measures; or (iv) mitigation measures or alternatives considerably different from those analyzed in the MND that would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

For the foregoing reasons, the City Council find that the residential phase of the Project is fully covered by the MND and that no further environmental review is required before the City Council may act on the residential phase entitlements.

**SECTION 4:** That in accordance with the requirements as set forth in Section 20.530.050 of the Stanton Municipal Code (SMC):

A. The proposed development is permitted within the subject zone. The proposed development is located within the base zone of CG (Commercial General) with the South Gateway Mixed Use (SGMX) Overlay. The residential phase of the development is 11.64 acres and inclusive of 208 condominium units, open space, private streets, on-street parking within the private development, and on-street improvements in the public right-of-way. A 10.18 acre commercial component has been approved south of the residential phase and is inclusive of over 89,000 square feet of commercial development, parking lot, landscaping, and public right-of-way improvements. Mixed Use development projects are permitted to utilize the South Gateway Mixed Use overlay for projects over 50,000 square feet in size. The overall Project size is 21.82 acres,

exceeding this minimum requirement. For the residential component of the Project, a Planned Development Permit is proposed to provide greater flexibility in the zoning standards to provide a high quality project, be compatible with the commercial development, and provide a buffer from the high use Beach Blvd. corridor. With approval of the Planned Development Permit, and Tentative Tract Map as part of the development proposal, the Project would be permitted within the subject zone.

A. The development is designed so that:

1. The project will not be detrimental to the public health, safety or general welfare and not detrimental to adjacent property. The residential component of the Project would include demolition of all existing buildings within the residential phase, grading, and construction of 208 condominium units, common open space, private streets, and public right-of-way improvements. The project has been reviewed by the Orange County Fire Authority, Engineering, and Building Divisions. In addition, a Mitigated Negative Declaration has been prepared for the Project which concluded that the Project would have potentially significant impacts but that those impacts could be reduced to less than significant levels with implementation of the proposed mitigation measures. A mitigation monitoring and reporting program has also been prepared for the Project to ensure all mitigation measures are implemented and maintained. The Project has been designed to ensure minimum standards have been maintained for drive aisles, turning radii, parking, and vehicular and pedestrian circulation, and lighting to ensure it will not be detrimental to the public health, safety or general welfare.
2. The architectural design and functional plan of the structures and related improvements are of reasonable aesthetic quality and compatible with adjacent developments. The architectural design consists of a contemporary style with clean, straight lines and complementary, layered materials such as concrete blocks, stucco and vertical wood elements. All elevations of the proposed building feature extensive architectural detailing, including stucco walls with varied wall planes, articulation with projecting wall sections, and varying parapet heights. The varied building heights, wall planes and complementary building materials result in an enhanced design which is appropriate for the building's prominent location at Beach and Garden Grove Boulevards. The residential component of the project includes complementary architectural features, and the development is connected with a cohesive landscape palette design. The commercial component is designed to maintain a neutral, earth tone color palette, which complements the commercial developments to the east and south, and the residential development to the west.
3. The structures and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site. The Stanton General Plan identifies the Project Site for development of a mixed-use development. The Project is proposed to be developed as a horizontal mixed-use development with the commercial component oriented in the City of Garden Grove,



and the southern portion of the Stanton project site area. The residential component of the Project is oriented toward the northern half of the development. The surrounding existing uses for the residential component include two-story residential uses to the north and west, the commercial phase of the Project to the south, and one-story residential and commercial uses to the east. The Project has been designed to complement the anticipated future uses to provide a strong frontage on Beach Blvd. to complement the anticipated mixed-use developments in the area. The project has also been designed to compliment the existing residential uses to the north and west by utilizing a two-story product for the building blocks adjacent to the existing residential areas.

4. The site plan is consistent with the City's Design Standards and Guidelines. The City of Stanton does not have approved Design Standards and Guidelines. However, the project has been designed to meet a higher quality threshold which incorporates design characteristics include building articulation to break up the building massing and use of high quality design materials such as brick work, stucco, and wood siding. A water efficient, aesthetically pleasing landscape palette is also proposed to soften the hardscape dominated center, and a parkway planter is proposed to incorporate the design aesthetics identified in the Livable Beach Blvd. Mobility Plan.

B. The development's design addresses the following criteria:

1. The project meets all requirements of Municipal Code Title 16 (Buildings and Construction), Title 20 (Zoning) and all other applicable City regulations and policies, and is consistent with the Stanton General Plan. A Planned Development Permit is proposed to allow for modifications of some of the development standards to provide a high quality development and compliment the commercial phase of the Project. With approval of the Precise Plan of Development, Planned Development Permit, and Tentative Parcel Map, the development would be in full compliance with the municipal code and all other city regulations and policies. In addition, the proposed Project meets the following General Plan Goals and Strategies:

*Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.* The Project Site has been mostly vacant and dilapidated for numerous years. The Project would revitalize the site with a high-quality residential development that would complement the commercial phase of the mixed-use project.

*Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton.* The architectural details and complementary building materials and colors result in a cohesive design which is appropriate for the project's prominent location on Beach Boulevard. In addition, with the construction of a four foot wide parkway planter on Beach Blvd., the public right-of-way will be

improved with an attractive streetscape and enhanced pedestrian atmosphere.

2. The proposed development is designed with efficient site layout and design, provides adequate walls, fences, parking, loading and landscaping, appropriate open space and use of water-efficient landscaping. The residential phase of the Project requires a total of 416 parking spaces to be provided on-site. A total of 516 spaces are provided, exceeding the minimum requirements. Private internal streets are designed to provide full access by emergency vehicles to all portions of the development, and access to each individual garage for the units. The project exceeds the minimum landscape requirements in terms of setbacks, and common open space. Perimeter walls are proposed between six to eight feet in height to provide security and privacy for adjacent uses. Common open space with amenities including a tot lot, swimming pool, lounge seating, game courts, outdoor fireplace, and barbecues are provided throughout the development in three major areas, along with a connection to the commercial component. For the gated entry, a stacking area large enough to accommodate four vehicles entering each side of the development is provided to ensure there is no back up onto the public right-of-way. A turn around area is also provided if there are any issues entering the gate, allowing a vehicle to enter back onto the public right-of-way in a forward fashion. With the design elements identified, the development is designed to provide an efficient site layout, with appropriate fences, parking and landscaping.
3. The Project provides an adequate relationship to streets and highways in terms of width and pavement type to carry the quantity and kind of traffic generated by the development; efficient and safe public access for both pedestrians and vehicles; and appropriate exterior lighting that provides for public safety and is not of a nature that will constitute a hazard or nuisance. The site is separated into two segments by Village Center Drive. The Project would maintain the existing street configuration. However, to ensure safe access to the development, the median located on Village Center Drive, west of Beach Blvd., is proposed to be modified to reduce the length of the median. This would allow safe left and right turn lane access from both driveways on either side of Village Center Drive. The Beach Blvd. pedestrian environment is being improved with a four-foot-wide parkway planter and six-foot-wide sidewalk to create an enhanced and safer pedestrian environment. Along Village Center Drive, the existing sidewalk on the north side of the street is being maintained. On the south and east side of Village Center Drive, a mixture of public and private sidewalk areas is being provided to allow for safe pedestrian access around the development. The private streets proposed provide for sufficient and safe circulation around the development, and hammerhead turn around areas are provided where necessary. Street lighting is also proposed throughout the development to ensure safe interaction of pedestrians and vehicles throughout the development. The improvements provided ensure an adequate relationship between the streets, sidewalks, and pedestrians and vehicles.

The Project is designed to be compatible in scale to neighboring properties; in harmonious arrangement within the development and surrounding properties;

appropriate to land use and development of adjacent sites; compatible in architectural style; creates a harmonious relationship with existing and proposed developments; is compatible in color, material and composition; and compatible in scale and aesthetic treatment with public areas. The residential phase of the Project is inclusive of two- and three-story condominium building structures. The adjacent residential uses are two-story attached and detached products. Along the western boundary of Village Center North, all the building blocks are two-story in nature to be compatible in scale with the neighboring properties. All three-story buildings within the project site are either across a street from the adjacent residential uses, or a minimum of 85 feet from the nearest two-story residential structure. The architectural style of the residential component is considered Spanish contemporary, and utilized materials such as terracotta roof tiles, wood paneling, brick work, wrought iron elements, and warm earth tone palette. This is consistent with the residential developments that have been approved in the City and complement the adjacent residential developments. The color palette is also complementary to the commercial phase of the development to create a cohesive overall Project design. The public right-of-way improvements along Beach Blvd. also enhances the aesthetic quality of the public right-of-way by softening the pedestrian experience with use of landscape buffers.

**SECTION 4:** That based upon the above findings, the City Council approves Precise Plan of Development PPD-790 for the construction of 208 dwelling units along with private streets, common landscape areas, common and private open space areas and guest parking, subject to the following Conditions:

1. Precise Plan of Development PPD-790 shall not be effective unless and until Planned Development Permit PDP18-01, and Tentative Tract Map No. 18153 (TM18-01) are adopted or otherwise become effective.
2. Precise Plan of Development PPD-790 shall terminate if Planned Development Permit PDP18-01 and Tentative Tract Map No. 18153 (TM18-01) are denied or allowed to lapse.
3. All applicable conditions of approval for Tentative Tract 18135 (TM18-01) and PDP18-01 shall be required for PPD-790.
4. The project/use shall be constructed, developed, used, operated and permanently maintained in accordance with the terms of the application, plan drawings submitted and conditions imposed in this Resolution of Approval.
5. The development and/or use shall be in conformity with all applicable provisions of the Stanton Municipal Code and shall conform to the requirements of the Subdivision Map Act, as applicable.
6. The final Parcel Map shall be approved by the City and recorded with the County prior to issuance of certificate of occupancy.

7. The development and/or use shall be in conformity with all applicable provisions of the Stanton Municipal Code and Planned Development Permit PDP18-01 and shall conform to the requirements of the Subdivision Map Act, as applicable.
8. All common area and HOA maintained landscaping areas as depicted in the approved Landscape Plan must be installed and planted prior to the issuance of final certificate of occupancy.
9. All common open space areas as identified on the approved site plan and landscape plan shall remain in perpetuity. Amenities including the tot lot and swimming pool shall be maintained. If removal or replacement of amenities is proposed in the future, the Community Development Department shall first approve the modifications.
10. The common open space improvements adjacent to the commercial phase as identified on the approved site plan and preliminary landscape plan shall be continuously maintained. Minimum improvements shall include decorative paving, outdoor seating area, trellis and shade structure, and a transparent gated access to provide a visible connection between the residential and commercial phases of the development. Any modifications to this common open space area outside of general maintenance activities shall be approved by the City prior to modification.
11. Residential access gates between the commercial and residential phases shall be maintained in perpetuity of the development.
12. A reciprocal access agreement between the commercial development and residential development for emergency vehicle access, and residential exit only access.
13. Light standards shall be provided along the private streets to the satisfaction of the Community Development Director and City Engineer.
14. Low-water use landscaping shall be installed and permanently maintained in a neat and orderly manner in the area indicated in the approved Site Plan and Preliminary Landscape Plan. Each planter area, unless along the public right-of-way shall be enclosed with raised minimum 6-inch concrete curbing and shall be provided with an automatic sprinkler system that shall guarantee an adequate supply of water to fulfill the intent of continual plant maintenance.
15. Landscape and Irrigation Plans must be submitted in compliance with the Water Efficient Landscape Ordinance and in accordance with Chapter 20.315 of the Stanton Municipal Code and the City of Garden Grove Landscape Water Efficiency provisions.
16. All landscape and common open space areas identified on the approved site plans shall be installed and permanently maintained on a continual basis. The landscaping throughout residential component shall be maintained with a consistent theme as the commercial development for areas visible from the public right-of-way. Modifications to

the landscaping outside of basic maintenance activities shall be approved by the City to ensure consistency across the entire development.

17. In compliance with the Livable Beach Boulevard Mobility Plan, the applicant shall construct for a four foot wide parkway landscape treatment and six foot wide sidewalk along Beach Boulevard as identified on the approved Site Plan and Preliminary Landscape Plan.
18. Trees planted within the parkway planters and required landscape setback areas shall be a minimum of 36 inch box. Trees planted within the interior of the project may be planted at a minimum of 24 inch box.
19. Enhanced concrete treatment shall be provided at a 50-foot depth on all vehicular access ways of the site, subject to approval by the Community Development Department. The enhanced concrete treatment can include decorative stamped concrete, interlocking pavers or other enhanced treatment, excluding scored and/or colored concrete. Color, pattern, material, and final design and configuration shall be approved by the Community Development Department, Planning Division, and shall be shown on the final site plan, civil plans, and landscape plans.
20. All mitigation measures identified in the adopted Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program shall be observed and maintained through construction and operations.
21. No exterior piping, plumbing, roof top access ladders, or mechanical ductwork shall be permitted on any exterior façade and/or be visible from any public right-of-way or adjoining property, unless as required by the utility purveyor.
22. Any utilities that must be placed above ground (i.e. electrical transformer boxes, etc.) shall be placed in an inconspicuous location as feasible and screened to the satisfaction of the Community Development Director. Utility meters and backflow devices that must be placed above ground per the utility company shall be screened with a decorative metal screening panel and landscaping to the satisfaction of the Community Development Department.
23. All utilities within the development including electrical and/or cable TV service, shall be installed underground in compliance with the Stanton Municipal Code.
24. All exterior lighting fixtures shall be directed away from adjacent residential properties and public right-of-way.
25. All exterior lighting shall be kept at a reasonable level of intensity and directed away from adjacent properties and public streets to minimize glare and nuisance.

26. The street improvements shall be constructed to the satisfaction of the City Engineer and Caltrans. A Caltrans permit shall be obtained for any work within the public right-of-way on Beach Blvd.
27. New perimeter walls must be constructed of decorative split-face block, or other decorative masonry to the satisfaction of the Community Development Director and improved with anti-graffiti coating along all street frontages.
28. If the construction of a new wall, or removal of the existing block wall along the western boundary of Village Center North causes any trees to be removed from the adjacent condominium complex, the trees shall be placed at a one-to-one ratio at a minimum 24" box size. If the adjacent complex does not wish to have the trees plants on their property, the number of removed trees shall be incorporated into the project development.
29. All perimeter walls must satisfy the traffic visibility area requirements as outlined in Section 20.305.100 of the Stanton Municipal Code.
30. CC&R's, Articles of Incorporation and By-Laws for the homeowner's association shall be reviewed and approved by City Staff, the City Attorney and the Department of Real Estate (DRE) prior to recordation and issuance of Certificate of Occupancy.
31. CC&R's shall include a restriction which prohibits garage conversions and also requires that all garages be maintained for the parking of vehicles.
32. The Applicant shall provide the Planning Division proof of review and approval of the CC&R's by the DRE prior to recordation. A copy of the recorded CC&R's shall be submitted to the Planning Division prior to the release of utilities.
33. The CC&R's shall specifically dictate responsibilities between the homeowners association and private property owners for the maintenance, both interior and exterior, of all buildings, plumbing and electrical facilities.
34. The CC&R's shall specifically dictate responsibilities between the homeowners association and private property owners for the maintenance of the common and private open space areas.
35. The CC&R's shall prohibit the removal of the common open space areas, as approved on the Site Plan.
36. The CC&R's shall specifically identify any and all exclusive use easement areas and dictate the responsibilities between private property owners and the homeowners association.
37. CC&R's shall include a provision as to the use and maintenance of guest parking spaces, driveways, common open space and restrictive open space. Movement of a

vehicle directly from one guest parking space to another shall not constitute a break in the 72 hour regulation.

38. CC&R's shall include the provisions to require a permit parking program from the development. A minimum of one permit shall be issued to all one-bedroom units to meet the City's parking requirement. The permit parking program shall clearly identify which parking spaces shall be for guests and which area assigned or open spaces.
39. CC&R's shall require disclosure of the number of parking spaces assigned to each unit, and the number of guest parking spaces available within the development upon original purchase and sale of the development.
40. CC&R's shall require that no parking spaces be eliminated from the development without providing a new parking space elsewhere on-site, or without approval from the City.
41. CC&R's shall require a disclosure about the level of noise generated from the Beach Blvd. corridor, and adjacent commercial uses upon original purchase and subsequent sales. Disclosure documents shall be approved by the City to ensure the disclosure language meets the City's requirements.
42. The CC&R's shall contain provisions prohibiting overnight vehicular parking and/or storage of recreational vehicles on the site.
43. CC&R's shall prohibit parking and any type of obstruction of the required fire access lanes.
44. All required park In-lieu fees shall be paid prior to the issuance of certificate of occupancy for each unit. The required fees for single-family dwelling units (attached and detached) are \$9,732.00 per unit.
45. All required residential impact fees shall be paid prior to issuance of certificate of occupancy for each unit. The required fee for high density dwelling units is \$1,049.
46. The Public Benefit fee as agreed upon in the Development Agreement shall be paid prior to issuance of certificate of occupancy for each. The public benefit fee is \$2,597 per unit.
47. All required school impact fees, if any, shall be paid prior to issuance of building permits.
48. All required sewer connection fees shall be paid prior to the issuance of building permits.
49. No person or vehicle machinery related to the construction of the project shall be on the property or on adjacent streets and public rights-of-way prior to 7:00 a.m. Construction

activities shall cease by no later than 8:00 p.m. No construction activities shall occur on Sundays or Federal holidays. The Public Works Director or the Community Development Director may further restrict the hours and days of construction based on substantiated complaints received from surrounding neighbors and/or require an onsite inspector to be paid for by the Applicant/Developer (1-4 hour minimum charge per day).

50. Any color scheme or materials alterations from those approved by the Planning Commission must be approved through the Community Development Director.
51. Any changes to the approved plans, which occur through Building plan check, must be previously approved by authorized Planning Staff.
52. Any deviations to the approved Site Plan, Floor Plans, Elevations and Landscape Plan must first be approved by the Planning Division. Any approval by the Building Division does not constitute approval by the Planning Division.
53. Any deviations from the approved Site Plan, Floor Plans, Elevations, and Landscape Plan must be clearly identified by a unique indicator on each submittal to the Building Division.
54. The Applicant shall acknowledge the conditions of approval as adopted by the Planning Commission. Such acknowledgment shall be in writing and received by the City within 30 days of approval by the Planning Commission. In addition, the Applicant shall record the Conditions of Approval in the Office of the County Recorder. Proof of recordation shall be provided to the Planning Division prior to Certificate of Occupancy.
55. THERE SHALL BE NO RELEASE OF UTILITIES IN CONNECTION WITH THIS PERMIT UNTIL ALL STANDARD AND/OR SPECIAL PLANNING, ENGINEERING, BUILDING, AND FIRE CONDITIONS HAVE BEEN COMPLETED TO THE SATISFACTION OF THE CITY OF STANTON.
56. Permits for all utilities, including but not limited to water, sewer, electrical and gas, shall be submitted and approved by the Public Works Department of the City in which the parcel is located.
57. If it becomes necessary for the City to take any legal action or commence any administrative proceedings against the Applicant or any successor in interest in order to enforce any of the conditions of approval set forth herein, the City shall recover from the Applicant or successor in interest reasonable Attorney's fees and other reasonable costs incurred in such action or proceeding, provided that the City obtains a judgment in its favor in any portion of such action or proceeding.
58. The Applicant or successor in interest shall be the real party in interest and shall assume primary responsibility for the defense of any legal action or proceeding commenced against the City to challenge the City's approval of PPD-790 and/or other City approvals related to PPD-790. 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 applicant 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 applicant of any action brought and City shall cooperate with applicant in the defense of the action.

59. By accepting approval of PPD-790, subject to the conditions set forth herein, the Applicant or successor in interest shall be deemed to have agreed to the terms and conditions set forth herein and the City shall have the right to enforce in its sole discretion such terms and conditions by pursuing any and all available legal and equitable remedies.
  60. As a condition of issuance of this approval, the applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all 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, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, 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 applicant 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 applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.
- B. That all requirements of the Building Division be met, including but not limited to the following:**
1. Applicant shall furnish, three (3) complete sets of plans (Structural, Mechanical, Electrical, and Plumbing) designed and signed in ink by the required licensed professionals. Said plans submitted shall contain structural calculations. Mechanical plans shall include duct and equipment data. Plumbing plans shall include isometric drawing of drain vents and water system.
  2. All plans shall meet the 2016 Title 24 Energy Code.

3. All plans shall be designed in conformance with the 2016 California Building Code, 2016 California Plumbing Code, 2016 California Mechanical Code, the 2016 California Electrical, the 2016 Green Building Standards, 2016 Title 24 Energy Code and Code as amended by City Ordinance.
4. Electrical plans shall include service, panel schedules and feeder size. Panel schedules and motors shall comply with requirements of the 2016 edition of the California Electrical Codes.
5. Provide approval by the Orange County Fire Authority.
6. The conditions of approval will be required to be copied on the approved set of plans prior to issuance of building permits. All the conditions must be completed prior to final approval and issuance of the Certificate of Occupancy.
7. Applicant will be required to have all the contractors and sub-contractors recycle construction materials to the maximum feasible extent. All recyclable construction materials are to be taken to an approved Transfer Station.
8. Applicant will be required to submit a Waste Management plan (WMP) for the demolition and new construction phases of the project. All recyclable construction materials are to be taken to an approved Transfer Station.
9. A stamped soils investigation report shall be submitted with the plans for plans check. Report shall include soil bearing capacity, seismic study, in compliance with the Seismic Hazard Mapping Act of the State of California, grading, paving, sulfate test and other pertinent information under good engineering practice.
10. **Address Accessibility** requirements in accordance with California Building Code Chapter 11A.1102A.3.1 Multistory apartments or condominium dwelling.
11. Provide South Coast Air Quality Management District checklist with plan submittal to determine whether construction or business operations will require an air quality permit for this project.
12. Mandatory requirements California Green but not limited to, Recycling by occupants, Solar ready for building, Electric vehicle (EV) charging for new construction, Bicycle parking and operation and maintenance manual.

**Building conditions for approval will include the following OCFA conditions:**

1. Plans need to show compliance with the 2016 California Building Code (CBC), 2016 California Fire Code (CFC), NFPA standards, and local amendments.

- C. That all requirements of the Engineering Division be met, including but not limited to the following:

**General**

1. The median island modifications shall be prepared to the satisfaction of the City Engineer.
2. Applicant shall submit Improvement Plans prepared by a Registered Civil Engineering for public works (off-site) improvements. Plan check fees shall be paid in advance.
3. City public works encroachment permit shall be taken out for all work in the public right-of-way prior to start of work. All work shall be done in accordance with Orange County RDMD or APWA and City standards and to the satisfaction of the City Inspector and completed before issuance of Certificate of Occupancy.
4. All existing off-site improvements (sidewalk, curb & gutter, driveways, and street paving) at the development site which are in a damaged condition or demolished due to the proposed work shall be reconstructed to the satisfaction of the City Engineer. This includes broken concrete on the median islands. When reconstructing full width sidewalk, curb & gutter, and driveways shall be fully improved. Structural sections of the street pavement shall be reconstructed per the requirements of an approved pavement rehabilitation report prepared by a Registered Civil Engineer.
5. A bond or surety device shall be posted with the City in an amount and type sufficient to cover the amount of off-site and on-site work to be done, as approved by the City Engineer.
6. No construction materials or construction equipment shall be stored on public streets.
7. All trucks hauling materials in and out of the project site shall be subject to restricted time and days of operation and truck route as determined by the City Engineer.
8. Hours of work, including demolition and construction, shall be Monday through Friday 7:30 am to 4:30 pm with no work performed on weekends or holidays unless otherwise approved by the City Engineer.
9. Applicant shall pay sewer connection fees to the City for connection to the City/County sewer system, if applicable.

**Grading/Drainage/NPDES**

1. An on-site grading and drainage plan shall be prepared and submitted to the City Engineer for approval. Plan shall be 24" X 36", ink on mylar, with elevations to nearest

0.01 foot, scale 1"=10'. Plan shall be prepared by Registered Civil Engineer. Public works improvements may be shown on this plan. Grading plan check fees must be paid in advance.

2. Pad certification by the Design Civil Engineer and Soil Engineer is required prior to the issuance of building permit.
3. Soils Report, Hydrologic and Hydraulic calculations demonstrating adequate site drainage from a 10-year return frequency storm prepared by a Registered Civil Engineer shall be submitted with the Grading Plan.
4. Applicant shall properly maintain all BMPs installed on the site, as listed in the approved Water Quality Management Plan (WQMP), including requirements for vector control.
5. Applicants shall identify parties responsible for the long-term maintenance and operation of the structural treatment control BMPs for the life of the project and a funding mechanism for operation and maintenance. This shall be identified prior to approval of the WQMP.
6. Applicant shall submit a Water Quality Management Plan incorporating Best Management Practices (BMP) in conformance with the requirements of NPDES. Requirements of the WQMP will include construction of onsite water treatment, and maximization of infiltration.
7. Applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) incorporating Best Management Practices (BMP) in conformance with the requirements of NPDES.

#### **Tract Subdivision Improvements**

1. All survey monuments destroyed shall be replaced and tied out in conformance with the County of Orange Surveyor's requirements.
2. The private drive entrance, private drives, and end of private drive turn-around areas of the Property shall be approved by the Orange County Fire Authority.
3. All grading, drainage, storm drain construction, private street or drive improvements, utility installation, landscaping, irrigation, and all other Subdivision improvements shall meet the City of Stanton standards.
4. The Final Map, when submitted to the City for approval, shall be prepared by, or under the direction of, a California registered civil engineer licensed to survey or a licensed land surveyor.
5. At the time of filing of the Final Map with the City for approval the Subdivider shall provide a Preliminary Title Report dated not more than 30 days prior to the filing date.

In addition to other items the Preliminary Title Report shall show in what name the ownership of the property is held, show all trust deeds including the name of the trustees, show all easements and names of easement holders, show all fee interest holders, and show all interest holders whose interest could result in a fee ownership. The title company account for this title report shall remain open until the Final Map is recorder.

6. All right-of-way, easements, abandonments, and vacations shall be shown on the Final Map. Public right-of-way shall be dedicated to the City in fee simple absolute. The purpose, use, and holder of the easement rights for all easements shall clearly be stated on the final map.
7. At the time of filing the Final Map to the City for approval the Subdivider shall also submit for approval of the City a Subdivision Agreement between the Subdivider and the City properly executed by the Subdivider, including appropriate bonds and insurance, which sets forth the requirements and responsibilities of both the City and the Subdivider relative the subdivision being created.
8. Pursuant to the regulations of the Subdivision Map Act all required off-site and public improvements shall be completed prior to the recordation of the final map, or in lieu thereof, be financially secured by surety bonds, to be held by the City, issued to ensure that all the improvements will be completed in a timely manner. Bond amounts shall be determined by the City. Subdivider shall provide a 100% Performance Bond, a 50% Labor and Materials Bond, a 50% Warranty Bond, and insurance coverage per City requirements.
9. At the time of filing of the Final Map with the City for approval the Subdivider shall submit to the City plans and specifications and cost estimates for all improvements including, but not limited to, public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage channels, water lines, sewer lines, utility lines, and other required and necessary improvements. All improvement plans, specifications, and cost estimates shall be approved by the City Engineer prior to submitting the Final Map to the City for approval.
10. Improvement plans shall include plans for all improvements related to the Subdivision including landscape plans, irrigation plans, and street lighting plans for all public right-of-way areas and all private areas.
11. Subdivider shall provide easements for public and private utilities as needed and as approved by the City.
12. At the time of filing of the Final Map with the City for approval the Subdivider shall also provide to the City the proposed Covenants, Conditions, and Restrictions (CC&Rs) for the subdivision.

13. Prior to final acceptance of the Subdivision improvements all subdivision survey monuments shall be set, and Corner Records and center line ties shall be filed with the Orange County Surveyor, and if required by law, the filing and recording of Record of Survey with the Orange County Recorder.
  14. Prior to final acceptance of the Subdivision improvements the Subdivider shall provide the City with As-Built mylar and electronic copies of the all subdivision plans and improvements, in a format acceptable to the City.
  15. Subdivider shall place a County Surveyor Statement certificate on the final map for the signature of the Orange County Surveyor stating that " I have examined this map and have found that all mapping provisions of the Subdivision Map Act have been complied with and I am satisfied said map is technically correct."
  16. At the time of filing of the Final Map with the City for approval the Subdivider shall also provide to the Orange County Surveyor for boundary and technical plan check all Final Map documents required by the Orange County Surveyor. Subdivider shall notify the City in writing that the required Final Map documents have been submitted to the Orange County Surveyor for boundary and technical plan check.
  17. All streets or drives shown on the Final Map shall show proposed street names which will be subject to approval of the City.
  18. At the time of filing of the Final Map with the City for approval the Subdivider shall provide to the City evidence that all utility providers with recorded title interest in the property have been informed of the of the pending filing of the Final Map with the City for approval, and also provide all utility provider's responses received.
  19. At the time of filing of the Final Map with the City for approval the Subdivider shall provide to the City with a preliminary soils report covering the Subdivision related area.
  20. The applicant must provide the City with access rights to the property at least once per year to perform State mandated environmental inspections.
  21. The applicant must incorporate the WQMP conditions into the covenants, conditions, and restrictions (CC&R) for the project.
- D. That all requirements of the Orange County Fire Authority be met, including but not limited to:**
1. All roads intended to be used as fire lanes are measured from flow-line to flow-line and shall comply with OCFA Guideline B-09 for use by fire apparatus. OCFA Guideline B-09
  2. Demonstrate that intersections and turns have a minimum 17' inner radius and minimum 38' outer radius. OCFA Guideline B-09

3. Provide the required fire flow for the buildings. This calculation depends on information regarding building areas and construction type to determine required fire-flow and number of hydrants. See OCFA Guideline B-09, for water requirements.
4. On the map, provide a reciprocal ingress/egress easement for emergency access purposes for emergency vehicle access across the adjacent property.
5. Prior to issuance of a grading permit, a fire master plan shall be submitted and approved by the Fire Marshal.
6. Prior to issuance of building permits, a fire sprinkler plan shall be submitted and approved by the Fire Marshal.

**E. That all requirements of Caltrans be met as provide by the agency.**

**ADOPTED, SIGNED AND APPROVED** by the City Council of the City of Stanton at a regular meeting held on June 12, 2018 by the following vote, to wit:

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DAVID J. SHAWVER, MAYOR

ATTEST:

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PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

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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 Resolution, being Resolution No. 2018-25 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 June 12, 2018 and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK



## **RESOLUTION NO. 2018-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING TENTATIVE PARCEL MAP TM18-01 TO ALLOW FOR THE SUBDIVISION OF TWO PARCELS FOR CONDOMINIUM PURPOSES TO ALLOW FOR THE DEVELOPMENT OF 208 CONDOMINIUM UNITS, WITH COMMON OPEN SPACE AND PRIVATE STREETS FOR THE PROPERTIES LOCATED AT 12631-12811 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH A SOUTH GATEWAY MIXED USE (SGMX) OVERLAY AND MAKING CEQA FINDING IN CONNECTION THEREWITH**

**WHEREAS**, Brookfield Homes Southern California, LLC is the applicant for the proposed development, and is requesting the approval of a Precise Plan of Development PPD-790, Planned Development Permit PDP18-01, Tentative Tract Map TM18-01, Development Agreement DA18-01, and a Mitigated Negative Declaration (MND) for the development of a 11.64 acre site ("Residential Project Site"); and

**WHEREAS**, the project applicants, Frontier Real Estate Investments, LLC and Brookfield Homes Southern California, LLC, propose a mixed-use project that would involve demolition of all 61,905 square feet of commercial uses in Village Center North and 93,391 square feet of commercial uses in Village Center; development of up to 208 condominium units of 1 to 3 bedrooms each (94 in Village Center and 114 in Village Center North); redevelopment and re-use of up to 93,873 square feet of commercial uses in Village Center ("Project"). In the portion of the Project site located in Garden Grove; approximately 30,320 square feet of commercial uses in the main buildings would remain, and two new commercial pads would be built along Beach Boulevard, for a total of about 38,200 square feet at Project completion in Garden Grove. The Project includes the consideration of a Precise Plan of Development, Conditional Use Permits, Planned Development Permit, and a Parcel Map for the commercial component of the project (Commercial Phase). The Project also involves consideration of a Parcel Map for the commercial phase, Site Plan Review, and a Conditional Use Permit by the City of Garden Grove. The Commercial Phase entitlements have already been approved by the City of Stanton and the City of Garden Grove on March 28, 2018 and April 19, 2018, respectively. The residential component of the project includes a Precise Plan of Development, Planned Development Permit and Tentative Tract Map and Development Agreement for the residential component of the project; and

**WHEREAS**, the 21.87-acre site is at the northwest corner of Beach Boulevard and Garden Grove Boulevard. The southernmost 4.1 acres of the Project site are located in the City of Garden Grove, while the balance of the Project site is located within the City of Stanton, with the residential portion of the development generally located on the western portion of the intersection of Beach Blvd. and Village Center Drive; and

**WHEREAS**, the residential phase of the Project would require the following approvals from the City of Stanton: Precise Plan of Development PPD-790, Planned Development Permit PDP18-01, Tentative Parcel Map TM18-01, and Development Agreement DA18-01; and

**WHEREAS**, pursuant to the California Public Resources Code section 21067 and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.) section 15051, the City is the lead agency for the proposed Project. The City of Garden Grove is a responsible agency; and

**WHEREAS**, the City's Planning Commission was the decision-making body for the first phase, the Commercial Phase, of the Project. Therefore the City's Planning Commission was responsible for reviewing and approving the Project's environmental documentation (State CEQA Guidelines, § 15025(b)(2)); and

**WHEREAS**, City staff reviewed the Project, which consisted of both the Commercial Phase and the Residential Phase, and prepared an Initial Study pursuant to State CEQA Guidelines section 15063; and

**WHEREAS**, on the basis of the Initial Study, which concluded that the Project would have potentially significant impacts but that those impacts could be reduced to less than significant levels with implementation of the proposed mitigation measures, the City determined that a Mitigated Negative Declaration ("MND") should be prepared for the Project, and an MND, bearing the State Clearinghouse Number 2017101007, was prepared pursuant to Public Resources Code sections 21064.5 and 21080, subdivision (c), and the State CEQA Guidelines section 15070 et seq.; and

**WHEREAS**, the City distributed a Notice to Intent to Adopt a Mitigated Negative Declaration to responsible and trustee agencies, interested members of the public, and individuals who had previously requested to receive notice of CEQA documents on October 3, 2017 pursuant to State CEQA Guidelines section 15072; and

**WHEREAS**, the thirty-day public review and comment period began on October 3, 2017 and ended on November 6, 2017, pursuant to Public Resources Code section 21091(b); and

**WHEREAS**, the City also provided copies of the draft MND and Initial Study to the State Clearinghouse for a thirty-day state agency review and comment period beginning on October 4, 2017 and ending on November 2, 2017; and

**WHEREAS**, the City received eight comment letters during the public and state agency review periods; and

**WHEREAS**, the City has prepared written responses to the comment letters received during the public and state agency public review periods. The City's written responses to the comment letters received are compiled in the final MND; and

**WHEREAS**, in accordance with State CEQA Guidelines section 15073(e), on March 20, 2018, the City provided written notice to all public agencies that commented on the proposed MND of the public hearing to be held on the project for which the MND was prepared; and

**WHEREAS**, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the City has prepared a program for reporting on or monitoring the changes

which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects (the "Mitigation Monitoring and Reporting Program"); and

**WHEREAS**, on March 28, 2018, the City's Planning Commission conducted a duly noticed special meeting to hold a public hearing to consider the Commercial Phase of the Project, and the environmental documentation for the Project. At the conclusion of the public hearing, the City's Planning Commission unanimously approved the Mitigated Negative Declaration (SCH#2017101007) and the Commercial Phase of the Project; and

**WHEREAS**, pursuant to Public Resources Code section 21152, the City of Stanton filed a Notice of Determination with the County Clerk and State Clearinghouse on April 2, 2018. In accordance with Public Resources Code section 21167, the statutory time period for challenging the MND ended on May 2, 2018. No challenges were brought against the MND and thus the MND is presumed valid in accordance with Public Resources Code section 21167.2; and

**WHEREAS**, on April 19, 2018, the Garden Grove Planning Commission conducted a duly noticed public hearing to consider the commercial phase of the Project located within the City of Garden Grove, and review and approve the Mitigated Negative Declaration (SCH#2017101007) as a responsible agency; and

**WHEREAS**, pursuant to Public Resources Code section 21152, the City of Garden Grove filed a Notice of Determination with the County Clerk and State Clearinghouse on April 20, 2018; and

**WHEREAS**, the City Council is the decision-making body for the second phase, the residential phase, of the Project and is responsible for making the determination that residential phase of the Project is consistent with the approved environmental documentation (State CEQA Guidelines, § 15025(b)(2)); and

**WHEREAS**, as contained herein, the City has endeavored in good faith to set forth the basis for its decision on the proposed Project; and

**WHEREAS**, the City has endeavored to take all steps and impose all conditions necessary to ensure that impacts to the environment would not be significant; and

**WHEREAS**, all of the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

**WHEREAS**, the City Council has reviewed the application materials, MND, Initial Study, and all other relevant information contained in the record regarding the Project; and

**WHEREAS**, on May 16, 2018, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to make a recommendation to the City Council to approve Tentative Tract Map No. 18135 (TM18-01) to allow for the subdivision for the residential phase of the Project. At the conclusion of the public hearing, the Planning

Commission unanimously voted to recommend the City Council approve the Project; and

**WHEREAS**, on June 12, 2018, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the Project; and

**WHEREAS**, the Council 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**, the findings and conclusions made by the City Council in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution; and

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

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND:**

**SECTION 1:** The City Council hereby finds that all of the facts, findings and conclusions set forth above in this Resolution are true and correct.

**SECTION 2: CEQA.** The City Council has reviewed and considered the information contained in the MND, Initial Study, and administrative record, on file with the City and available for review at City Hall, 7800 Katella Avenue, Stanton, California. The City Council, acting as lead agency, on March 28, 2018 found that the MND and Initial Study have been completed in compliance with the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") and the State CEQA Guidelines. Upon review of the residential phase of the Project, the City Council finds that the residential phase development is in conformance with and fully covered by the approved Mitigated Negative Declaration (SCH# 2017101007). The City Council finds that the MND contains a complete and accurate reporting of the environmental impacts associated with the Project, including the residential phase. The City Council also finds that the MND and the administrative record have been completed in compliance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines. The City Council also finds and determines that the MND reflects the City's independent judgment.

**SECTION 3: Findings on Environmental Impacts.** Based on the substantial evidence set forth in the record, including but not limited to the Initial Study and MND, the City Council finds that the residential phase of the Project was fully covered by the MND and that no further subsequent environmental review is required under Public Resources Code section 21166 and State CEQA Guidelines section 15162. The residential phase of the Project was an integral component of the activity that was evaluated in the MND. All impacts of the Project, including impacts associated with the residential phase, would be mitigated to a less than significant level with mitigation called for in the Mitigation Monitoring and Reporting Program. Therefore,

the City Council finds that none of the conditions under Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring the need for further subsequent environmental review have occurred because the residential phase of the Project:

a) does not constitute a substantial change that would require major revisions of the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

b) does not constitute a substantial change with respect to the circumstances under which the Project would be administered that would require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

c) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the MND was approved showing any of the following: (i) the Project would have one or more significant effects not discussed in the MND; (ii) significant effects previously examined would be substantially more severe than shown in the MND; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the City declined to adopt such measures; or (iv) mitigation measures or alternatives considerably different from those analyzed in the MND that would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

For the foregoing reasons, the City Council find that the residential phase of the Project is fully covered by the MND and that no further environmental review is required before the City Council may act on the residential phase entitlements.

**SECTION 4:** That in accordance with the requirements as set forth in Section 19.10.100 and 19.10.110 of the Stanton Municipal Code:

A. The proposed map is consistent with the City's General Plan designation of South Gateway Mixed Use District, and the design and improvement of the proposed subdivision is consistent with the City's General Plan, specifically:

- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The two lots where the Project Site lies have been mostly vacant and dilapidated for numerous years. The Project would revitalize the site with a high-quality mixed-use development inclusive of over 10 acres of commercial development and over 11 acres of residential development. The residential phase would provide for 208 residential condominium units with large open spaces and amenities, creating a residential enclave, with direct access to the commercial phase of the development. The residential phase has been designed to create a compatibility with the high intensity corridor of Beach Blvd. by providing for intense landscaping, use of dual panel windows, and a meandering block wall around

the perimeter to ensure the infill mixed-use development would be compatible with the high use corridor. The Map would allow for the units to be sold separately, providing a more stable resident population to utilize the surround commercial uses.

- Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. Installation of a four foot landscaped parkway planter with a six foot sidewalk treatment, along with the landscaping on the development side provides for an enhanced pedestrian atmosphere along Beach Blvd., that would extend along the length of the Project inclusive of the commercial component. In addition, the residential phase of the Project is designed to provide an enhanced streetscape inclusive of high quality elevations, with architectural features proposed on the second and third floors of the buildings to ensure the improvements are visible from Beach Blvd. above the perimeter wall. The perimeter wall is proposed to provide varying setbacks to create a meandering feel and not one solid wall structure. Landscaping is also proposed to be provided in front of the wall, and bermed to reduce the overall visual impact of the wall. Enhanced entries to the development are also proposed including use of decorative paving, steel fencing, and landscaping to provide for an attractive streetscape and entrance to the development.

- A. The site is physically suitable for the proposed type and density of development. The combined site is 11.64 acres in size, with Village Center North totaling 6.13 acres and Village Center South totaling of 5.51 acres. The minimum site area required for a mixed-use project is 50,000 square feet. The total combined project area is 21.87 acres, inclusive of the commercial phase of the project. The proposed density for the residential phase of the development is 18 dwelling units to the acre, which is a permitted density within the SGMX overlay. All required parking and open spaces, vehicular and emergency access has been accommodated in the project, therefore demonstrating the site is physically suitable.
- B. The requirements of the California Environmental Quality Act have been satisfied. In accordance with the requirements of the California Environmental Quality Act, a Mitigated Negative Declaration (MND) was drafted for this project. The environmental factors that were determined to require mitigation included: Air Quality, Biological Resources, Cultural Resources, Noise, Transportation/Traffic, and Mandatory Findings of Significance. The Notice of Availability for the state-mandated 30-day public review period was released on October 3, 2017. Written comments on the Draft MND (SCH#2017101007) were accepted until November 6, 2017. The City received eight letters from stakeholder agencies. Responses to comments were drafted and have been incorporated as part of the MND for consideration. A Mitigation Monitoring Program has also been drafted and incorporated into the document. On March 28, 2018, the Planning Commission acting as the Lead Agency approved the Mitigated Negative Declaration as part of the consideration of the commercial component. On April 19, 2018, the Garden Grove Planning Commission approved the MND as a Responsible Agency. Notices of Determination were filed after each action on the project.

- C. The design of the proposed subdivision will not conflict with easements of record or established by court judgment, acquired by the public at-large, for access through or use of the property. Upon review of the project by the Engineering Department, there is no known conflict with any easements.
- D. Design and improvement of the proposed subdivision will not cause substantial environmental damage, serious public health problems, or substantial and avoidable injury to fish and game. Based on the initial study completed for this development, the project would not cause substantial damage, serious public health problems, or substantial unavoidable injury to fish and wildlife. There is no recorded habitat or endangered species in the City, there are no waterways, canals, or streams in or within the surrounding area of the project that would affect fish and wildlife, there are no known hazardous materials located within the project site, and the site is not registered as a Superfund Site with the EPA.

The proposed project will not result in the discharge of waste into an existing community sewer system that would result in or add to a violation of existing requirements of the Santa Ana Regional Water Quality Control Board. A Preliminary Water Quality Management Plan was drafted for the project. As part of the WQMP, filtration devices and bioswales would be utilized to ensure all water within the project remains on-site and there would be no expected discharge into the sewer system or storm drain.

**SECTION 5:** The City Council hereby finds that all of the facts, findings and conclusions set forth above in this Resolution are true and correct.

**SECTION 6:** That based upon the above findings, the City Council approves Tentative Tract Map 18153 (TM8-01) to subdivide a two parcels totaling 11.64 acre for condominium purposes to develop 208 attached residential units, with common and private open space, subject to the conditions of approval for PPD-790 for the property located at 12631-12811 Beach Blvd in the CG (Commercial General) zone and the South Gateway Mixed Use Overlay subject to the following conditions:

- A. **That all conditions of the Planning Division be met, including, but not limited to, the following:**
  - 1. Tentative Tract Map No. 18153 (TM18-01) shall not be effective unless and until Planned Development Permit PDP18-01, and Precise Plan of Development PPD-790 are adopted or otherwise become effective.
  - 2. Tentative Tract Map No. 18153 (TM18-01) shall terminate if Planned Development Permit PDP18-01 and Precise Plan of Development PPD-790 are denied or allowed to lapse.
  - 3. All applicable conditions of approval for PPD-790 and PDP18-01 shall be required for Tentative Tract 18135 (TM18-01).

4. The development and/or use shall be in conformity with all applicable provisions of the Stanton Municipal Code and shall conform to the requirements of the Subdivision Map Act, as applicable.
5. The applicant shall submit CC&R's and/or maintenance agreement for approval by the Planning Division prior to issuance of Certificate of Occupancy.
6. The applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers and instrumentalities thereof, harmless from any and all 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, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1081 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 applicant 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 applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

**B. That all requirements of the Engineering Division be met , including but not limited to the following:**

**General**

1. The median island modifications shall be prepared to the satisfaction of the City Engineer.
2. Applicant shall submit Improvement Plans prepared by a Registered Civil Engineering for public works (off-site) improvements. Plan check fees shall be paid in advance.
3. City public works encroachment permit shall be taken out for all work in the public right-of-way prior to start of work. All work shall be done in accordance with Orange County RDMD or APWA and City standards and to the satisfaction of the City Inspector and completed before issuance of Certificate of Occupancy.



4. All existing off-site improvements (sidewalk, curb & gutter, driveways, and street paving) at the development site which are in a damaged condition or demolished due to the proposed work shall be reconstructed to the satisfaction of the City Engineer. This includes broken concrete on the median islands. When reconstructing full width sidewalk, curb & gutter, and driveways shall be fully improved. Structural sections of the street pavement shall be reconstructed per the requirements of an approved pavement rehabilitation report prepared by a Registered Civil Engineer.
5. A bond or surety device shall be posted with the City in an amount and type sufficient to cover the amount of off-site and on-site work to be done, as approved by the City Engineer.
6. No construction materials or construction equipment shall be stored on public streets.
7. All trucks hauling materials in and out of the project site shall be subject to restricted time and days of operation and truck route as determined by the City Engineer.
8. Hours of work, including demolition and construction, shall be Monday through Friday 7:30 am to 4:30 pm with no work performed on weekends or holidays unless otherwise approved by the City Engineer.
9. Applicant shall pay sewer connection fees to the City for connection to the City/County sewer system, if applicable.

#### **Grading/Drainage/NPDES**

1. An on-site grading and drainage plan shall be prepared and submitted to the City Engineer for approval. Plan shall be 24" X 36", ink on mylar, with elevations to nearest 0.01 foot, scale 1"=10'. Plan shall be prepared by Registered Civil Engineer. Public works improvements may be shown on this plan. Grading plan check fees must be paid in advance.
2. Pad certification by the Design Civil Engineer and Soil Engineer is required prior to the issuance of building permit.
3. Soils Report, Hydrologic and Hydraulic calculations demonstrating adequate site drainage from a 10-year return frequency storm prepared by a Registered Civil Engineer shall be submitted with the Grading Plan.
4. Applicant shall properly maintain all BMPs installed on the site, as listed in the approved Water Quality Management Plan (WQMP), including requirements for vector control.

5. Applicants shall identify parties responsible for the long-term maintenance and operation of the structural treatment control BMPs for the life of the project and a funding mechanism for operation and maintenance. This shall be identified prior to approval of the WQMP.
6. Applicant shall submit a Water Quality Management Plan incorporating Best Management Practices (BMP) in conformance with the requirements of NPDES. Requirements of the WQMP will include construction of onsite water treatment, and maximization of infiltration.
7. Applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) incorporating Best Management Practices (BMP) in conformance with the requirements of NPDES.

#### **Tract Subdivision Improvements**

1. All survey monuments destroyed shall be replaced and tied out in conformance with the County of Orange Surveyor's requirements.
2. The private drive entrance, private drives, and end of private drive turn-around areas of the Property shall be approved by the Orange County Fire Authority.
3. All grading, drainage, storm drain construction, private street or drive improvements, utility installation, landscaping, irrigation, and all other Subdivision improvements shall meet the City of Stanton standards.
4. The Final Map, when submitted to the City for approval, shall be prepared by, or under the direction of, a California registered civil engineer licensed to survey or a licensed land surveyor.
5. At the time of filing of the Final Map with the City for approval the Subdivider shall provide a Preliminary Title Report dated not more than 30 days prior to the filing date. In addition to other items the Preliminary Title Report shall show in what name the ownership of the property is held, show all trust deeds including the name of the trustees, show all easements and names of easement holders, show all fee interest holders, and show all interest holders whose interest could result in a fee ownership. The title company account for this title report shall remain open until the Final Map is recorder.
6. All right-of-way, easements, abandonments, and vacations shall be shown on the Final Map. Public right-of-way shall be dedicated to the City in fee simple absolute. The purpose, use, and holder of the easement rights for all easements shall clearly be stated on the final map.
7. At the time of filing the Final Map to the City for approval the Subdivider shall also submit for approval of the City a Subdivision Agreement between the Subdivider and

the City properly executed by the Subdivider, including appropriate bonds and insurance, which sets forth the requirements and responsibilities of both the City and the Subdivider relative the subdivision being created.

8. Pursuant to the regulations of the Subdivision Map Act all required off-site and public improvements shall be completed prior to the recordation of the final map, or in lieu thereof, be financially secured by surety bonds, to be held by the City, issued to ensure that all the improvements will be completed in a timely manner. Bond amounts shall be determined by the City. Subdivider shall provide a 100% Performance Bond, a 50% Labor and Materials Bond, a 50% Warranty Bond, and insurance coverage per City requirements.
9. At the time of filing of the Final Map with the City for approval the Subdivider shall submit to the City plans and specifications and cost estimates for all improvements including, but not limited to, public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage channels, water lines, sewer lines, utility lines, and other required and necessary improvements. All improvement plans, specifications, and cost estimates shall be approved by the City Engineer prior to submitting the Final Map to the City for approval.
10. Improvement plans shall include plans for all improvements related to the Subdivision including landscape plans, irrigation plans, and street lighting plans for all public right-of-way areas and all private areas.
11. Subdivider shall provide easements for public and private utilities as needed and as approved by the City.
12. At the time of filing of the Final Map with the City for approval the Subdivider shall also provide to the City the proposed Covenants, Conditions, and Restrictions (CC&Rs) for the subdivision.
13. Prior to final acceptance of the Subdivision improvements all subdivision survey monuments shall be set, and Corner Records and center line ties shall be filed with the Orange County Surveyor, and if required by law, the filing and recording of Record of Survey with the Orange County Recorder.
14. Prior to final acceptance of the Subdivision improvements the Subdivider shall provide the City with As-Built mylar and electronic copies of the all subdivision plans and improvements, in a format acceptable to the City.
15. Subdivider shall place a County Surveyor Statement certificate on the final map for the signature of the Orange County Surveyor stating that " I have examined this map and have found that all mapping provisions of the Subdivision Map Act have been complied with and I am satisfied said map is technically correct."

16. At the time of filing of the Final Map with the City for approval the Subdivider shall also provide to the Orange County Surveyor for boundary and technical plan check all Final Map documents required by the Orange County Surveyor. Subdivider shall notify the City in writing that the required Final Map documents have been submitted to the Orange County Surveyor for boundary and technical plan check.
  17. All streets or drives shown on the Final Map shall show proposed street names which will be subject to approval of the City.
  18. At the time of filing of the Final Map with the City for approval the Subdivider shall provide to the City evidence that all utility providers with recorded title interest in the property have been informed of the of the pending filing of the Final Map with the City for approval, and also provide all utility provider's responses received.
  19. At the time of filing of the Final Map with the City for approval the Subdivider shall provide to the City with a preliminary soils report covering the Subdivision related area.
  20. The applicant must provide the City with access rights to the property at least once per year to perform State mandated environmental inspections.
  21. The applicant must incorporate the WQMP conditions into the covenants, conditions, and restrictions (CC&R) for the project.
- C. That all requirements of the Building Division be met, including but not limited to the following:**
1. All applicable conditions of approval for PPD-790 also shall be required for Tentative Tract Map 18135 (TM18-01).
  2. Applicant shall obtain approval of Final Tract Map prior to issuance of building permits.
- D. That all requirements of the Orange County Fire Authority be met, including but not limited to the following:**
1. All applicable conditions of approval for PPD-788 also shall be required for Tentative Tract Map 18153 (TM18-01) and Planned Development Permit PDP18-01.

**ADOPTED, SIGNED AND APPROVED** by the City Council of the City of Stanton at a regular meeting held on February 13, 2018 by the following vote, to wit:

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DAVID J. SHAWVER, 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 Resolution, being Resolution No. 2018-27 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 June 12, 2018 and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

## **ORDINANCE NO. 1078**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BROOKFIELD HOMES SOUTHERN CALIFORNIA, LLC FOR CERTAIN REAL PROPERTY LOCATED AT 12631-12811 BEACH BLVD. FOR THE RESIDENTIAL COMPONENT OF THE VILLAGE CENTER PROJECT, WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, Brookfield Homes Southern California, LLC is the applicant for the proposed development, and is requesting the approval of a Precise Plan of Development PPD-790, Planned Development Permit PDP18-01, Tentative Tract Map TM18-01, Development Agreement DA18-01, and a Mitigated Negative Declaration (MND) for the development of a 11.64 acre site ("Residential Project Site"); and

**WHEREAS**, the project applicants, Frontier Real Estate Investments, LLC and Brookfield Homes Southern California, LLC, propose a mixed-use project that would involve demolition of all 61,905 square feet of commercial uses in Village Center North and 93,391 square feet of commercial uses in Village Center; development of up to 208 condominium units of 1 to 3 bedrooms each (94 in Village Center South and 114 in Village Center North); redevelopment and re-use of up to 93,873 square feet of commercial uses in Village Center ("Project"). In the portion of the Project site located in Garden Grove, approximately 30,320 square feet of commercial uses in the main buildings would remain, and two new commercial pads would be built along Beach Boulevard, for a total of about 38,200 square feet at Project completion in Garden Grove. The Project includes the consideration of a Precise Plan of Development, Conditional Use Permits, Planned Development Permit, and a Parcel Map for the commercial component of the project (Commercial Phase). The Project also involves consideration of a Parcel Map for the commercial phase, Site Plan Review, and a Conditional Use Permit by the City of Garden Grove. The Commercial Phase entitlements have already been approved by the City of Stanton and the City of Garden Grove on March 28, 2018 and April 19, 2018, respectively. The residential component of the project includes a Precise Plan of Development, Planned Development Permit and Tentative Tract Map and Development Agreement for the residential component of the project; and

**WHEREAS**, the 21.87-acre site is at the northwest corner of Beach Boulevard and Garden Grove Boulevard. The southernmost 4.1 acres of the Project site are located in the City of Garden Grove, while the balance of the Project site is located within the City of Stanton, with the residential portion of the development generally located on the western portion of the intersection of Beach Blvd. and Village Center Drive; and

**WHEREAS**, the residential phase of the Project would require the following approvals from the City of Stanton: Precise Plan of Development PPD-790, Planned Development

Permit PDP18-01, Tentative Parcel Map TM18-01, Development Agreement DA18-01; and

**WHEREAS**, the City of Stanton ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduces the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensures that appropriate measures to enhance and protect the environment are achieved; and

**WHEREAS**, pursuant to California Government Code section 65864 *et seq.*, the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

**WHEREAS**, Brookfield Homes Southern California, LLC proposes to develop the Project Site located in the City of Stanton, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Property") for the Project; and

**WHEREAS**, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, Developer has proposed to enter into a development agreement concerning the Project ("Development Agreement") to provide assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

**WHEREAS**, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan; and

**WHEREAS**, the City Council has found that this Development Agreement is consistent with the City's General Plan; and

**WHEREAS**, the City Council has determined that by entering into the Development Agreement: (i) the City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan; (ii) significant benefits will be created for City residents and the public generally from increased housing opportunities created by the Project; and

**WHEREAS**, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project which are or will be the subject of subsequent development applications and land use entitlements for the Project as well as the Development Agreement; and

**WHEREAS**, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

**WHEREAS**, pursuant to the California Public Resources Code section 21067 and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.) section 15051, the City is the lead agency for the proposed Project. The City of Garden Grove is a responsible agency; and

**WHEREAS**, the City's Planning Commission was the decision-making body for the first phase, the Commercial Phase, of the Project. Therefore the City's Planning Commission was responsible for reviewing and approving the Project's environmental documentation (State CEQA Guidelines, § 15025(b)(2)); and

**WHEREAS**, City staff reviewed the Project, which consisted of both the Commercial Phase and the Residential Phase, and prepared an Initial Study pursuant to State CEQA Guidelines section 15063; and

**WHEREAS**, on the basis of the Initial Study, which concluded that the Project would have potentially significant impacts but that those impacts could be reduced to less than significant levels with implementation of the proposed mitigation measures, the City determined that a Mitigated Negative Declaration ("MND") should be prepared for the Project, and an MND, bearing the State Clearinghouse Number 2017101007, was prepared pursuant to Public Resources Code sections 21064.5 and 21080, subdivision (c), and the State CEQA Guidelines section 15070 et seq.; and

**WHEREAS**, the City distributed a Notice to Intent to Adopt a Mitigated Negative Declaration to responsible and trustee agencies, interested members of the public, and individuals who had previously requested to receive notice of CEQA documents on October 3, 2017 pursuant to State CEQA Guidelines section 15072; and

**WHEREAS**, the thirty-day public review and comment period began on October 3, 2017 and ended on November 6, 2017, pursuant to Public Resources Code section 21091(b); and

**WHEREAS**, the City also provided copies of the draft MND and Initial Study to the State Clearinghouse for a thirty-day state agency review and comment period beginning on October 4, 2017 and ending on November 2, 2017; and

**WHEREAS**, the City received eight comment letters during the public and state agency review periods; and

**WHEREAS**, the City has prepared written responses to the comment letters received during the public and state agency public review periods. The City's written responses to the comment letters received are compiled in the final MND; and

**WHEREAS**, in accordance with State CEQA Guidelines section 15073(e), on March 20, 2018, the City provided written notice to all public agencies that commented on the



proposed MND of the public hearing to be held on the project for which the MND was prepared; and

**WHEREAS**, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the City has prepared a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects (the "Mitigation Monitoring and Reporting Program"); and

**WHEREAS**, on March 28, 2018, the City's Planning Commission conducted a duly noticed special meeting to hold a public hearing to consider the Commercial Phase of the Project, and the environmental documentation for the Project. At the conclusion of the public hearing, the City's Planning Commission unanimously approved the Mitigated Negative Declaration (SCH#2017101007) and the Commercial Phase of the Project; and

**WHEREAS**, pursuant to Public Resources Code section 21152, the City of Stanton filed a Notice of Determination with the County Clerk and State Clearinghouse on April 2, 2018. In accordance with Public Resources Code section 21167, the statutory time period for challenging the MND ended on May 2, 2018. No challenges were brought against the MND and thus the MND is presumed valid in accordance with Public Resources Code section 21167.2.

**WHEREAS**, on April 19, 2018, the Garden Grove Planning Commission conducted a duly noticed public hearing to consider the commercial phase of the Project located within the City of Garden Grove, and review and approve the Mitigated Negative Declaration (SCH#2017101007) as a responsible agency; and

**WHEREAS**, pursuant to Public Resources Code section 21152, the City of Garden Grove filed a Notice of Determination with the County Clerk and State Clearinghouse on April 20, 2018; and

**WHEREAS**, the City Council is the decision-making body for the second phase, the residential phase, of the Project. Therefore, the City's Planning Commission is responsible for reviewing and making a recommendation to the City Council that the residential phase of the Project is consistent with the approved environmental documentation (State CEQA Guidelines, § 15025(b)(2)); and

**WHEREAS**, as contained herein, the City has endeavored in good faith to set forth the basis for its decision on the proposed Project; and

**WHEREAS**, the City has endeavored to take all steps and impose all conditions necessary to ensure that impacts to the environment would not be significant; and

**WHEREAS**, all of the findings and conclusions made by the Planning Commission pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

**WHEREAS**, the Planning Commission has reviewed the application materials, MND, Initial Study, and all other relevant information contained in the record regarding the Project; and

**WHEREAS**, on May 16, 2018, the Planning Commission conducted a duly-noticed public hearing to consider Precise Plan of Development PPD-790, Tentative Map TM18-01, Planned Development Permit PDP18-01, and the Development Agreement for the Project, at which hearing members of the public were afforded an opportunity to comment upon the Development Agreement; and

**WHEREAS**, the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

**WHEREAS**, on June 12, 2018, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement; and

**WHEREAS**, the terms and conditions of the Development Agreement have undergone review by the City Council at a publicly noticed hearing and have been found to be fair, just, and reasonable, and consistent with the General Plan; and

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

**SECTION 1. CEQA.** The City Council has reviewed and considered the information contained in the MND, Initial Study, and administrative record, on file with the City and available for review at City Hall, 7800 Katella Avenue, Stanton, California. The City Council, acting as lead agency, on March 28, 2018 found that the MND and Initial Study have been completed in compliance with the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") and the State CEQA Guidelines. Upon review of the residential phase of the Project, the City Council finds that the residential phase development is in conformance with and fully covered by the approved Mitigated Negative Declaration (SCH# 2017101007). The City Council finds that the MND contains a complete and accurate reporting of the environmental impacts associated with the Project, including the residential phase. The City Council also finds that the MND and the administrative record have been completed in compliance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines. The City Council also finds and determines that the MND reflects the City's independent judgment.

**SECTION 2. Findings on Environmental Impacts.** Based on the substantial evidence set forth in the record, including but not limited to the Initial Study and MND, the City Council finds that the residential phase of the Project was fully covered by the

MND and that no further subsequent environmental review is required under Public Resources Code section 21166 and State CEQA Guidelines section 15162. The residential phase of the Project was an integral component of the activity that was evaluated in the MND. All impacts of the Project, including impacts associated with the residential phase, would be mitigated to a less than significant level with mitigation called for in the Mitigation Monitoring and Reporting Program. Therefore, the City Council finds that none of the conditions under Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring the need for further subsequent environmental review have occurred because the residential phase of the Project:

a) does not constitute a substantial change that would require major revisions of the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

b) does not constitute a substantial change with respect to the circumstances under which the Project would be administered that would require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

c) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the MND was approved showing any of the following: (i) the Project would have one or more significant effects not discussed in the MND; (ii) significant effects previously examined would be substantially more severe than shown in the MND; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the City declined to adopt such measures; or (iv) mitigation measures or alternatives considerably different from those analyzed in the MND that would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

For the foregoing reasons, the City Council find that the residential phase of the Project is fully covered by the MND and that no further environmental review is required before the City Council may act on the residential phase entitlements.

**SECTION 3.** Pursuant to Government Code Section 65867.5(b) and Stanton Municipal Code Section 20.510.050(D), and based on the entire record before the City Council including all written and oral evidence presented to the City Council, hereby makes the following findings:

1. Public Benefit: The Development Agreement provides benefit to the City because the Project contemplated in the Development Agreement includes improvement of a blighted shopping center to provide housing opportunities for City residents. Moreover, the Development Agreement requires the Applicant to provide substantial improvements to the site including an enhanced open space area and extensive landscaping throughout the Project, as well as provide a financial benefit for the improvement of public facilities throughout the City.

2. General Plan, Specific Plan, and Zoning Code Consistency: The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code because the Project Site is in the Commercial General (CG) Zoning District with a South Gateway Mixed-Use District Overlay, which allows for a horizontally mixed-use development. The Project meets those General Plan and Zoning Code standards, with the exception of setbacks, and build-to-zone regulations. However, with approval of a Planned Development Permit in conjunction with the development proposal, and the making of the required findings, the project would be permitted within the South Gateway Mixed Use Overlay. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The two lots where the Project Site lies have been mostly vacant and dilapidated for numerous years. The Project would revitalize the site with a high-quality mixed-use development inclusive of over 10 acres of commercial development and over 11 acres of residential development. The residential phase would provide for 208 residential condominium units with large open spaces and amenities, creating a residential enclave, with direct access to the commercial phase of the development. The residential phase has been designed to create a compatibility with the high intensity corridor of Beach Blvd. by providing for intense landscaping, use of dual panel windows, and a meandering block wall around the perimeter to ensure the infill mixed-use development would be compatible with the high use corridor.
- Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. Installation of a four foot landscaped parkway planter with a six foot sidewalk treatment, along with the landscaping on the development side provides for an enhanced pedestrian atmosphere along Beach Blvd., that would extend along the length of the Project inclusive of the commercial component. In addition, the residential phase of the Project is designed to provide an enhanced streetscape inclusive of high quality elevations, with architectural features proposed on the second and third floors of the buildings to ensure the improvements are visible from Beach Blvd. above the perimeter wall. The perimeter wall is proposed to provide varying setbacks to create a meandering feel and not one solid wall structure. Landscaping is also proposed to be provided in front of the wall, and bermed to reduce the overall visual impact of the wall. Enhanced entries to the development are also proposed including use of decorative paving, steel fencing, and

landscaping to provide for an attractive streetscape and entrance to the development.

3. Compliance with Development Agreement Statute. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5 because the Agreement provides assurance to the applicant for the development of the Project, which consists of 208 unit condominium units. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a ten-year term in which the Applicant has a vested right to develop the residential subdivision on the Project Site in accordance to existing City regulations and Planned Development Permit PDP18-01. In exchange, the Project will provide housing opportunities for Stanton residents, and opportunities for improvements to public facilities throughout the City. Moreover, the Applicant will provide a high quality, aesthetically appealing homes with substantial improvements to the site including a park area with amenities including a BBQ, a shade structures, lounge areas, pool, tot lot, and fireplace.

**SECTION 4.** As provided in section 8.5 of the Development Agreement and pursuant to Stanton Municipal Code Section 20.500.030, the City Council shall be the approving body for the precise plan of development, tentative tract map, and planned development permit for the project addressed by the Development Agreement.

**SECTION 5.** The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "B", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and Brookfield Homes Southern California, LLC, a Delaware limited liability company". The Development Agreement shall not take effect unless and until Precise Plan of Development PPD-790, Tentative Tract Map TM18-01, and Planned Development Permit PDP18-01 are each approved by the City Council.

**SECTION 6.** The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of these documents.

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

**SECTION 8.** This Ordinance shall be effective thirty days after its adoption. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted

as required by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by full execution thereof, the City Clerk shall record with the Orange County Recorder a copy of the Development Agreement.

**SECTION 9.** The City Council hereby directs staff to prepare and file a Notice of Exemption with the Orange County Clerk within five (5) working days of the approval of the proposed Project.

**PASSED, APPROVED, AND ADOPTED** this 26th day of June, 2018.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

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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, do hereby certify that the foregoing Ordinance No. 1078 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 12th day of June 2018, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 26th day of June 2018, by the following vote, to wit:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
CITY CLERK, CITY OF STANTON

## CERTIFICATION STATEMENT

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 1078, passed by the people of the City of Stanton, as declared by the City Council on the day and year set forth above, and published pursuant to law.

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PATRICIA A. VAZQUEZ, CITY CLERK



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT "B"**

**CITY OF STANTON AND BROOKFIELD HOMES SOUTHERN CALIFORNIA, LLC  
DEVELOPMENT AGREEMENT**

Recorded at request of: )  
City Clerk )  
City of Stanton )  
 )  
When recorded return to: )  
City of Stanton )  
 )  
\_\_\_\_\_  
Stanton, CA )  
Attention: City Clerk )  
 )

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Exempt from filing fees pursuant to Government Code §6103

**DEVELOPMENT AGREEMENT NO. DA18-01**

**A DEVELOPMENT AGREEMENT BETWEEN**

**CITY OF STANTON**

**and**

**BROOKFIELD HOMES SOUTHERN CALIFORNIA LLC  
A DELAWARE LIMITED LIABILITY COMPANY**

**DEVELOPMENT AGREEMENT NO. [\_\_\_\_\_]**

This Development Agreement (hereinafter "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Stanton, a California municipal corporation (hereinafter "CITY"), and Brookfield Homes Southern California, LLC, a Delaware limited liability company (hereinafter "OWNER"):

**RECITALS**

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, this Agreement constitutes a current exercise of CITY's police powers to provide predictability to Owner in the development approval process by vesting the permitted uses, density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for OWNER's commitment to provide significant public benefits to CITY as set forth in Section 4, below.

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the best interests of the citizens of the City of Stanton and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the CITY; and

WHEREAS, the provision by OWNER of public benefits will advance the interests and meet the needs of Stanton residents and visitors to a significantly greater extent than would development of the Property without this Agreement.

WHEREAS, the physical effects, if any, of the Project and this Agreement have been analyzed pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code sections 21000 et seq.) and the all environmental impacts of the Project are either less than significant or can be mitigated to less than significant levels pursuant to the mitigation measures outlined in the related Mitigated Negative Declaration, associated Initial Study, and the Mitigation Monitoring and Reporting Program, as adopted by the Planning Commission on March 28, 2018.

WHEREAS, this Agreement and the Project are consistent with the Stanton General Plan and any specific plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended.

### **COVENANTS**

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **1. DEFINITIONS AND EXHIBITS.**

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Stanton, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Stanton.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) general plan amendments, specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.7 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 "Development Impact Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, or fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 "Development Plan" means the plan for development of the Property as set forth in Exhibit "C".

1.1.10 "Effective Date" means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.12 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.13 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.14 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.16 "Public Benefit" refers to those benefits provided to the City and the community by Owner pursuant to Section 4 below.

1.1.17 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" – Legal Description of the Property.

Exhibit "B" – Map showing Property and its location.

Exhibit "C" – Development Plan.

Exhibit "D" – Development Impact Fees.

## 2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 City Council Findings. The City Council finds that:

2.3.1 This Agreement is consistent with the City's General Plan.

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, enhances effective utilization of resources within the City.

2.3.3 This Agreement provides public benefits beyond those which are necessary to mitigate the development of the Project.

2.3.4 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning and reduces costs of development and government.

2.3.5 The best interests of the citizens of the City and the public health, safety, and welfare will be served by entering into this Agreement.

2.4 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period of ten (10) years ("Initial Term") thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Upon mutual agreement of the CITY and OWNER, this Agreement may be extended by two, five (5) year periods following the Initial Term. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.

2.5 Assignment.

2.5.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to



CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

**2.5.2 Release of Transferring Owner.** Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.5.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

**2.5.3 Subsequent Assignment.** Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

**2.5.4 Utilities.** The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

**2.5.5 Sale to Public and Completion of Construction.** The provisions of Subsection 2.5.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.6 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6.1 Minor Changes.

(i) The provisions of this Agreement require a close degree of cooperation between the Parties and "Minor Changes" to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. "Minor Changes" shall mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated to less than significant levels or do not trigger the conditions set forth in CEQA Guideline section 15162, or violations of any applicable health and safety regulations in effect on the Effective Date.

(ii) Accordingly, the Parties may mutually consent to adopting "Minor Changes" through their signing of an "Operating Memorandum" reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are "Minor Changes" subject to this Section 2.6.1 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.4, unless extended pursuant to the mutual agreement of the Parties.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement

including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

## 2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:                      City of Stanton Housing Authority  
7800 Katella Ave.  
Stanton, CA 90680

Copy to:                         Best Best & Krieger LLP  
18101 Van Karman Ave., Suite 1000  
Irvine, CA 92614  
Attn: Matthew E. Richardson, Esq.

If to OWNER:                      Brookfield Homes  
3200 Park Center Drive, Suite 1000  
Costa Mesa, CA 92626  
Attn: Dave Bartlett  
Telephone: 714-200-1533  
Facsimile: 714-200-1833

Copy to:                         Rutan & Tucker, LLP

611 Anton Boulevard, Suite 1400  
Costa Mesa, CA 92626  
Attn.: John A. Ramirez  
Telephone: 714-662-4610

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

### 3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals in effect on the Effective Date that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, and notwithstanding the authority of the CITY to further revise the Land Use Regulations pursuant to Government Code section 65866, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals, in effect on the Effective Date. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with CEQA with respect to the Project.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals in effect on the Effective Date. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, in a manner consistent with this Agreement.

### 3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

- (a) Processing fees and charges of every kind and nature imposed by

CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact

Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Reserved.

3.6 Timing of Development. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.

3.7 Conditions, Covenants and Restrictions. OWNER shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as OWNER deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, OWNER shall provide a copy of the CC&Rs to CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from

OWNER, the City Attorney shall provide OWNER with either (i) a statement that the CC&Rs comply with this Agreement ("CC&R Approval") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "Statement of Non-Compliance"). If the City Attorney fails to provide OWNER with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by OWNER, CITY shall be deemed to have approved the CC&Rs and OWNER may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, OWNER shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of OWNER response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until OWNER either (1) receives CC&R Approval, (2) submits the compliance issues to binding arbitration pursuant to the rules of the American Arbitration Association, (3) files an action for declaratory relief in Orange County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind Owner's successors and assigns. Except as provided above, any dispute between the Parties regarding the City's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration Association.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Public Benefits. In addition to complying with the Project conditions of approval which are designed to mitigate the significant environmental impacts of the Project, OWNER has committed by this Agreement to contribute to the acquisition, construction and maintenance of certain "Public Benefits." The Public Benefits consist of contributions toward the "Public Facilities" consisting of park maintenance, rehabilitation and improvements, public facility upgrades and improvements, street maintenance and improvements, or any other improvement to the public facilities as CITY deems necessary to provide appropriate facilities and services to the residents of this community and the CITY at large. The Public Benefits also implements the Livable Beach Boulevard Mobility Plan and creates new owner-occupied housing that is attainable at price points that appeal to a wide variety of buyers and economic segments. City shall have no obligation to construct the Public Facilities in any particular order or sequence.

4.2.1 City Facilities. OWNER shall make contributions towards the acquisition, construction and maintenance of the City Facilities, as follows:

(i) OWNER shall pay a fee in the amount of \$2,597 (the "City Facilities Fee") for each Unit constructed as part of the Project. The City Facilities Fee shall be due

concurrently with the issuance of the certificate of occupancy for each Unit, unless a different schedule is mutually agreed upon by the City and Owner.

#### 4.3 Development Impact Fees.

4.3.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project. Exhibit "D" does not reflect fees that may be assessed upon the Project by the County of Orange or other regional and local agencies, other than the CITY, including, without limitation, any and all school impact fees for which OWNER shall be responsible.

4.3.2 Time of Payment. All Development Impact Fees assessed by the CITY including the Park Fee and any Development Exaction of a fee nature shall be paid to the CITY no later than the issuance of the certificates of occupancy for each residential unit.

4.3.3 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit "D", the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.3.4 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", any increase or amendment of any Development Impact Fee, or any combination thereof.

4.4 Dedication of On-Site Easements and Rights of Way. Upon completion and recordation of the final subdivision map, OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its reasonable discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.6 Reimbursement of Costs. OWNER has submitted to CITY applications for a Precise Plan of Development, Tentative Tract Map, and Planned Development Permit. OWNER agrees to pay for CITY's costs, including but not limited to staff and consultant expenses, of reviewing and processing these applications and this Agreement. This includes the obligation to pay any and all costs associated with the City's completion of environmental review in accordance with CEQA.



5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice

of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

## 7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any

remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

- (a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- (b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or
- (c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such

default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

## 8. LITIGATION.

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor. Nothing herein

shall restrain OWNER's selection of attorney(s), at its sole and absolute discretion, to defend OWNER.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

8.5 Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure

of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Orange County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), third party litigation, or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this



Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

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

*[Signatures on following page]*

**SIGNATURE PAGE TO DEVELOPMENT AGREEMENT BETWEEN CITY OF  
STANTON AND BROOKFIELD HOMES SOUTHERN CALIFORNIA, LLC**

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on  
the last day and year set forth below.

**OWNER**

Brookfield Homes Southern California,  
LLC, a Delaware limited liability company

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**CITY**

CITY OF STANTON, a California  
municipal corporation

By: \_\_\_\_\_

David J. Shawver  
Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Patricia A. Vazquez  
City Clerk

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_

Best Best & Krieger, LLP  
City Attorney

**EXHIBIT "A"**

(Legal Description of the Property)

Exhibit A

**EXHIBIT "B"**

(Map of the Property)

Exhibit B

**EXHIBIT "C"**

(Development Plan)

Precise Plan of Development PPD-790  
Tentative Tract Map TM18-01  
Planned Development Permit PDP18-01

Exhibit C

**EXHIBIT "D"**

(Development Impact Fees)

Park In Lieu Fee - \$11,173 per unit

Residential Development Impact Fee - \$1,049 per unit

Public Benefit Fee - \$2,597 per unit

December | **Mitigation Monitoring and Reporting Program**  
**State Clearinghouse No. 2017101007**

## **VILLAGE CENTER**

for City of Stanton

*Prepared for:*

**City of Stanton**

Contact: Kelly Hart, Community Development Director  
7800 Katella Avenue  
Stanton, California 90680  
714.890.4213

*Prepared by:*

**PlaceWorks**

Contact: William Halligan, Esq., Vice President  
3 MacArthur Place, Suite 1100  
Santa Ana, California 92707  
714.966.9220  
info@placeworks.com  
www.placeworks.com







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# 1. Introduction

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## 1.1 PURPOSE OF MITIGATION MONITORING PROGRAM

This Mitigation Monitoring Program has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the Mitigated Negative Declaration (MND), State Clearinghouse No. Insert Number. The Mitigation Monitoring Program has been prepared in conformance with Section 21081.6 of the Public Resources Code and Insert City Monitoring Requirements. Section 21081.6 states:

- (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
  - (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
  - (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

## 1.2 MND SUMMARY

### 1.2.1 Project Location

21.87 acres at the northwest corner of Beach Boulevard and Garden Grove Boulevard. The southernmost 4.1 acres of the site are in the City of Garden Grove, and the balance of the site is in the City of Stanton. The City of Stanton is the lead agency for the entire project.

### 1.2.2 Existing Conditions

The site is currently developed with 217,996 square feet of retail and office space: 61,905 square feet in Village Center North, north of Village Center Drive, and the remaining 156,091 square feet in Village Center

## **1. Introduction**

to the south. Village Center consists of 13 buildings and Village Center 4. The great majority of both developments is vacant. Most of the buildings and parking lots in Village Center are fenced, and the largest operating unit in either development is the Department of Motor Vehicles office at 12645 Beach Boulevard in Village Center North.

### **1.2.3 Project Description**

The project would involve demolition of all 61,905 square feet of commercial uses in Village Center North and 93,391 square feet of commercial uses in Village Center; development of up to 237 condominium units of 1 to 3 bedrooms each (123 in Village Center and 114 in Village Center North); redevelopment of 42,300 square feet of commercial uses in Village Center; and re-use of 62,700 square feet of commercial uses in Village Center. In the portion of the site in Garden Grove approximately 30,320 square feet of commercial uses in the main buildings would remain, and two new commercial pads would be built along Beach Boulevard, for a total of about 38,200 square feet at project completion in Garden Grove.

## **1.3 ENVIRONMENTAL IMPACTS**

### **1.3.1 Impacts Considered Less Than Significant**

Impacts to the following resources were identified as Less than Significant in the Initial Study supporting the MND for the proposed project:

- Aesthetics
- Agriculture and Forestry Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems

## 1. Introduction

### 1.3.2 Potentially Significant Adverse Impacts That Can Be Mitigated, Avoided, or Substantially Lessened

Impacts to the following resources were identified as Potentially Significant in the Initial Study supporting the MND for the proposed project. Mitigation measures set forth in the MND are required; implementation of those mitigation measures would reduce impacts to less than significant.

- Air Quality
- Biological Resources
- Cultural Resources
- Noise
- Transportation and Traffic

## 1. Introduction

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## 2. Mitigation Monitoring Process

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### 2.1 MITIGATION MONITORING PROGRAM ORGANIZATION

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the MND, specifications are made herein that identify the action required and the monitoring and reporting that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the MMRP. To effectively track and document the status of mitigation measures, a mitigation matrix has been prepared (see Table 1).

## 2. Mitigation Monitoring Process

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## 2. Mitigation Monitoring Process

**Table 3-1 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<b>3.3 AIR QUALITY</b>					
AQ-1	The construction contractor shall use coatings and solvents with a volatile organic compound (VOC) content lower than required under South Coast Air Quality Management District Rule 1113 (i.e., super-compliant paints). The construction contractor shall also use pre-coated/natural-colored building materials, where feasible. Use of low-VOC paints and spray method shall be included as a note on architectural building plans and verified by the City of Stanton during construction.	Construction contractor and architect of record	During preparation of building plans and during project construction	City of Stanton Community Development Department	
AQ-2	The construction contractor(s) shall use construction equipment fitted with Tier 3 engines for all construction equipment of 50 horsepower or greater. The construction contractor shall maintain a list of all operating equipment in use on the project site for verification by the City of Stanton Building Division official or his/her designee. The construction equipment list shall state the makes, models, and number of construction equipment on-site. Equipment shall be properly serviced and maintained in accordance with manufacturer recommendations.	Construction contractor and City of Stanton Building Division	During project construction	City of Stanton Community Development Department	
AQ-3	<p>The construction contractor shall prepare a dust control plan and implement the following measures during ground-disturbing activities—in addition to the existing requirements for fugitive dust control under South Coast Air Quality Management District Rule 403—to further reduce PM<sub>10</sub> and PM<sub>2.5</sub> emissions. The City of Stanton shall verify that these measures have been implemented during normal construction site inspections.</p> <ul style="list-style-type: none"> <li>• During all construction activities, the construction contractor shall water exposed ground surfaces and disturbed areas a minimum of every three hours on the construction site and a minimum of three times per day.</li> <li>• During all construction activities, the construction contractor shall apply non-toxic soil stabilizer according to manufacturers' specifications, to all inactive construction areas (previously graded areas inactive for ten days or more).</li> <li>• The construction contractor shall ensure that all non-essential idling</li> </ul>	Construction contractor	During all construction activities including ground-disturbing activities	City of Stanton Community Development Department	

## 2. Mitigation Monitoring Process

**Table 3-1 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
AQ-4	of construction equipment is restricted to five minutes or less in compliance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8, Chapter 9.  The construction contractor shall use construction equipment fitted with Level 3 Diesel Particulate Filters or higher for all equipment over 50 horsepower used during the grading phase.	Project construction contractor	During site grading	City of Stanton Community Development Department	
<b>3.4 BIOLOGICAL RESOURCES</b>					
BIO-1	<p>BIO-1 If construction is proposed between February 15th to August 15th, a qualified biologist must conduct a nesting bird survey(s) no more than three days prior to initiation of construction activities to document the presence or absence of nesting birds in or adjacent to the project site. The preconstruction survey(s) will focus on identifying any raptors and/or passerines nests that may be directly or indirectly affected by construction activities. Any nest permanently vacated for the season would not warrant protection pursuant to the Migratory Bird Treaty Act. If active nests are documented, the following measures are required:</p> <ul style="list-style-type: none"> <li>Species-specific measures shall be prepared by a qualified biologist and implemented to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest shall be postponed until the young birds have fledged. A minimum exclusion buffer of 100 feet shall be maintained during construction, depending on the species and location. The perimeter of the nest setback zone shall be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities are restricted from the area.</li> <li>A survey report by a qualified biologist verifying that no active nests are present, or that the young have fledged, shall be submitted to the Stanton Community Development Department prior to initiation of grading in the nest-setback zone. The qualified biologist shall serve as a biological monitor during those periods when construction activities occur near active nest areas to ensure that</li> </ul>	Qualified biologist and project construction contractor	Before and during construction activities	City of Stanton Community Development Department	

## 2. Mitigation Monitoring Process

**Table 3-1 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	<p>no inadvertent impacts on these nests occur.</p> <ul style="list-style-type: none"> <li>A final report of the findings, prepared by a qualified biologist, shall be submitted to the Stanton Community Development Department prior to construction-related activities that have the potential to disturb any active nests during the nesting season.</li> </ul>				
<b>3.5 CULTURAL RESOURCES</b>					
CUL-1	<p>Prior to the issuance of any grading permit for the proposed residential development onsite, the applicant for the residential portion of the project shall provide written evidence to the City of Stanton that an archaeologist has been retained to periodically observe grading activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall be present at the pregrade conference, shall establish procedures for archaeological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts, as appropriate.</p> <p>If the archaeological resources are found to be significant, the archaeological monitor shall determine appropriate actions, in cooperation with the project applicant/developer, for exploration and/or salvage. The archaeologist shall prepare a comprehensive report, including appropriate records for the California Department of Parks and Recreation (Building, Structure, and Object Record; Archaeological Site Record; or District Record, as applicable). If any resources are excavated, the project applicant/developer shall prepare excavated material to the point of identification.</p> <p>If an archaeological resource appears to be of Native American origin, the archaeological monitor shall contact representatives of the four tribes that have requested the City notify them of projects. The resource shall be donated to one of those tribes, to be chosen by the four tribes. A representative from that tribe shall identify the find and determine whether the find is eligible for listing in the California Register of</p>	Archaeologist and project construction contractor	Prior to the issuance of any grading permit for the proposed residential development onsite; and during grading for such development	City of Stanton Community Development Department	

## 2. Mitigation Monitoring Process

**Table 3-1 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Historical Resources.				
	Future applicants/developers shall offer other excavated finds for curatorial purposes to the South Central Coastal Information Center at California State University, Fullerton.				
3-2	<p>Prior to the issuance of any grading permit for the proposed residential development onsite, the applicant for the residential portion of the project shall provide written evidence to the City of Stanton that a paleontologist has been retained to periodically observe grading activities and salvage and catalogue paleontological resources as necessary. The paleontologist shall be present at the pregrade conference, shall establish procedures for archaeological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts, as appropriate.</p> <p>If the paleontological resources are found to be significant, the paleontological monitor shall determine appropriate actions, in cooperation with the project applicant/developer, for exploration and/or salvage. The paleontologist shall prepare a comprehensive report, including appropriate records for the City, if any resources are excavated, the paleontologist shall prepare excavated material to the point of identification.</p> <p>The applicant/developer shall offer excavated finds for curatorial purposes to the Los Angeles County Natural History Museum.</p>	Paleontologist and construction contractor	Prior to the issuance of any grading permit for the proposed residential development onsite; and during grading for such development	City of Stanton Community Development Department	
<b>3.12 NOISE</b>					
N-1	<p>For demolition, construction, grading, foundation, and erection activities that would use vibration-producing equipment, the following mitigation measure shall be implemented in close coordination with City staff so that alternative construction techniques are undertaken.</p> <p>Prior to the start of construction activities, the construction contractor shall document, to the extent feasible, the pre-construction baseline conditions by inspecting and reporting on the then-current foundation and structural condition of the off-site buildings and/or structures with</p>	Project construction contractor	Before and during project construction	City of Stanton Community Development Department	

## 2. Mitigation Monitoring Process

**Table 3-1 Mitigation Monitoring Requirements**

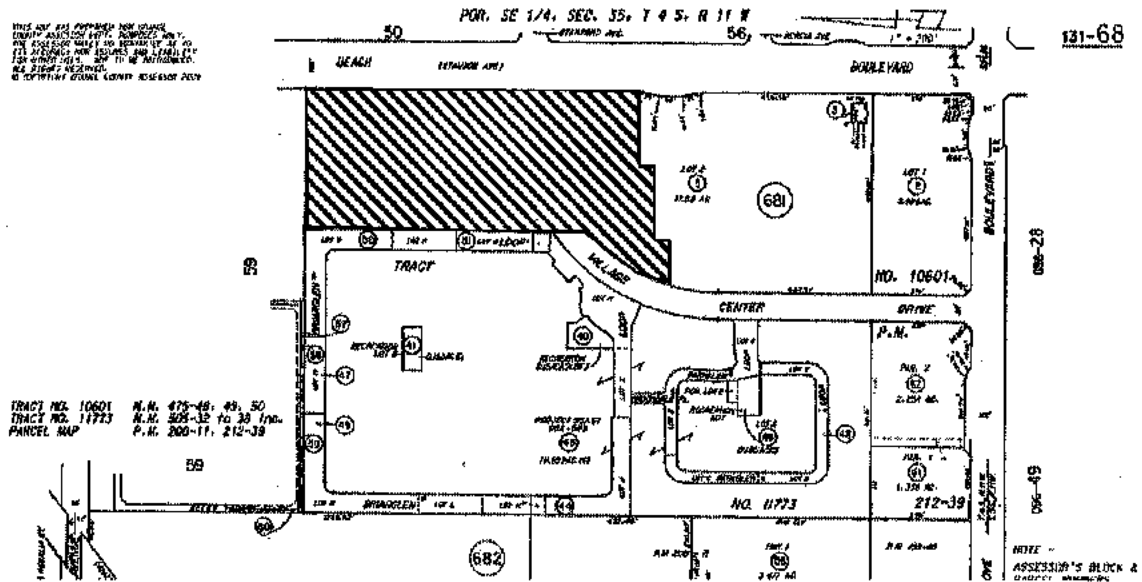
	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	<p>ground-based foundations (including pools, hot-tubs, and spas) within 50 feet of any construction site boundaries.</p> <p>During construction of the project, vibratory rollers shall be restricted from operating within 30 feet of buildings or other structures, and large bulldozers and loaded trucks shall be restricted from operating within 15 feet of off-site buildings or other structures.</p> <p>Noise and vibration monitoring shall be implemented during construction. The monitoring program will alert construction management personnel when noise levels approach the upper limits of the 8-hour Leq exceedance threshold (80 dBA) along the residential property line. Vibration monitoring should occur during phases of heavy earthmoving and report incidents over 0.25 PPV (in/sec) at the adjacent residential structures.</p>				
<b>3.16 TRANSPORTATION AND CIRCULATION</b>					
TRA-1	<p>Prior to issuance of certificate of occupancy for the first commercial building, the applicant for the commercial phase of the project shall request and the City of Stanton shall modify the traffic signal at the intersection of Beach Boulevard and Garden Grove Boulevard to enable a right turn overlap for right turns from eastbound Garden Grove Boulevard onto southbound Beach Boulevard. The applicant shall be responsible for the full cost of such installation.</p>	Project applicant of first new or commercial building to open	Prior to issuance of certificate of occupancy for the first commercial building	City of Stanton Community Development Department	
TRA-2	<p>Before issuance of the first certificate of occupancy for future developments in the Village Center project, the project applicants shall coordinate with the City of Stanton to stripe the following left-turn lanes and shall be responsible for the cost of such striping:</p> <ul style="list-style-type: none"> <li>Westbound left turn lane on Chapman Avenue at Beach Boulevard: re-stripe 30 feet of the existing two-way median turn lane extending east from the east end of the left turn lane to a left turn lane.</li> <li>Eastbound left turn lane on Lampson Avenue at Beach Boulevard: extend the existing left turn lane 60 feet westward.</li> </ul>	Project applicants	Before issuance of the first certificate of occupancy for future developments in the Village Center project	City of Stanton Community Development Department	

## 2. Mitigation Monitoring Process

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# Vicinity Map

## Village Center





# VILLAGE CENTER & VILLAGE CENTER NORTH

## PARKING DEMAND ANALYSIS

**Prepared For:**

Cheryl Casanova  
Brookfield Residential  
3200 Park Center Drive, Suite 1000  
Costa Mesa, CA 92626

**Prepared By:**

**ENVIRONMENT | PLANNING | DEVELOPMENT SOLUTIONS, INC.**

2030 Main Street, Suite 1200  
Irvine, CA 92614

Contact: Meghan Macias, TE  
[meghan@epdsolutions.com](mailto:meghan@epdsolutions.com)

April 30, 2018



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## 1 INTRODUCTION AND PROJECT DESCRIPTION

The purpose of this study is to determine an appropriate parking rate to apply to the proposed Village Center and Village Center North residential project (Project). The Project is located on the west side of Beach Boulevard at Village Center Drive. Village Center is located south of Village Center Drive while Village Center North is located north of Village Center Drive. The Project proposes the construction of 208 dwelling units divided between Village Center (94 units) and Village Center North (114 units). 515 parking spaces would be provided (402 garage parking spaces and 105 guest parking spaces, 6 ADA spaces, and 2 post office spaces). The post office spaces would not be available during post office hours to allow for mail delivery, however these spaces would be available at all other times. The Project site is zoned Commercial General (CG) and is located within the South Gateway Mixed-Use Overlay. The General Plan designation for the site is the South Gateway Mixed-Use District. The Project location is shown in Figure 1.

## 2 CITY REQUIRED PARKING

Parking for projects in the City of Stanton is governed by the City of Stanton Zoning Code (Title 20 of the City's Municipal Code). Section 20.320.030 of the municipal code describes the number of off-street parking spaces required for various land uses. The City has separate parking requirements for residential units in a mixed-use development and for Multi-Family Dwellings in all other zones. The parking rates are shown in Table 1.

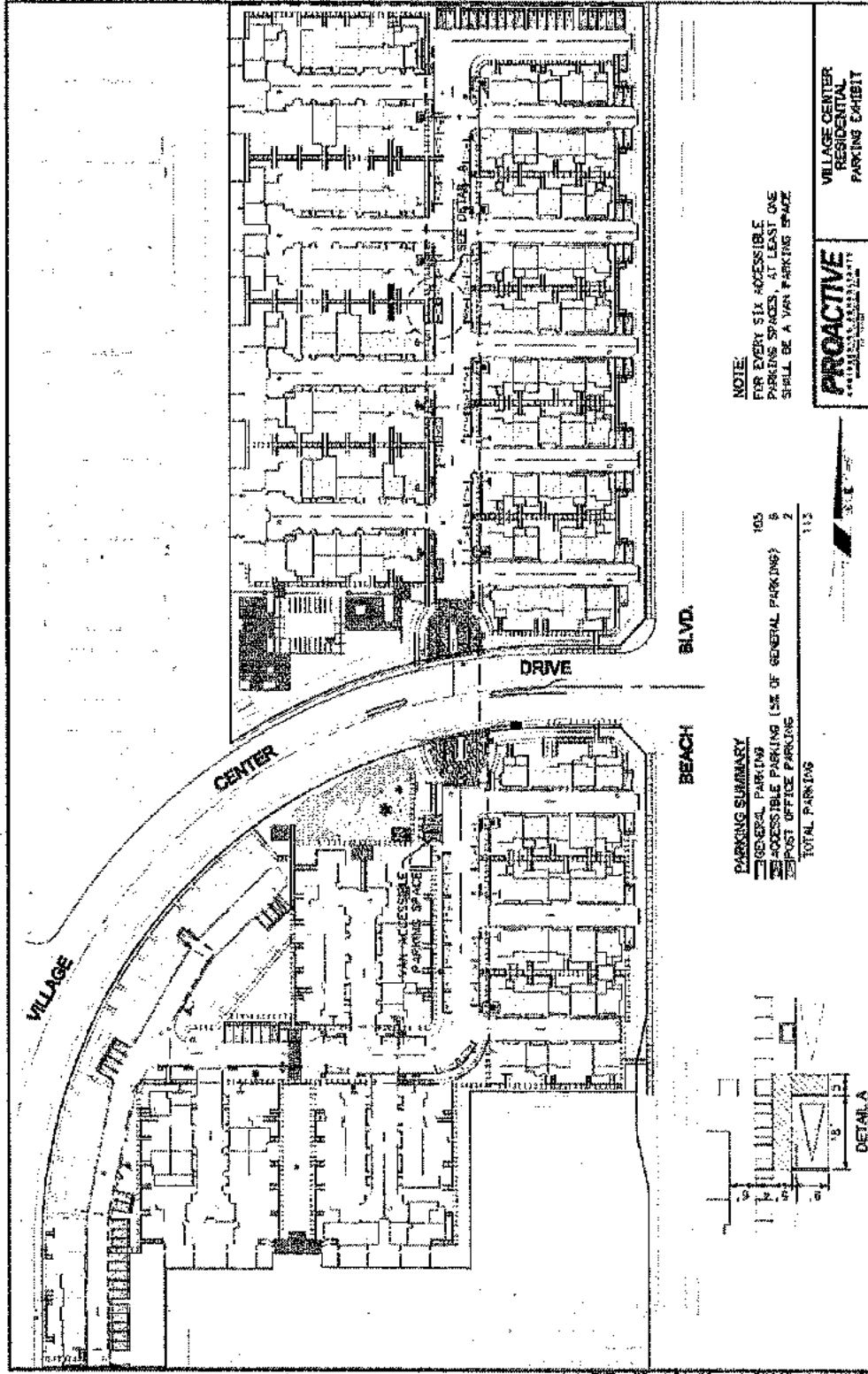
*Table 1. City Parking Requirements*

Land Use	Parking Requirement per DU
Mixed-Use Development (Residential Component)	2 covered spaces
Multi-Family Dwellings	Studio: 1 space 1-bedroom: 2 spaces 2-bedroom: 2.75 spaces 3-bedroom 3.5 spaces 4 or more bedrooms: 4 spaces + 0.5 per additional bedroom Guest Parking: 1 space for every 3 dwelling units

DU = Dwelling Unit

Application of the parking requirements shown in Table 1 would require 416 spaces if calculated using the rate for mixed-use zones or 711 spaces when calculated using the requirements for multi-family. As noted previously, the Project is located within the South Gateway Mixed-Use Overlay zone, therefore 416 spaces would be the requirement per City code for the Project. The Project would provide 514 parking spaces (402 garage parking spaces and 112 guest parking spaces), 98 more spaces than required by the code for mixed-use zones. However, City staff has expressed concern that the mixed-use requirement would result in a parking deficiency for the Project. As a result, this study is being undertaken to determine an appropriate rate that would provide sufficient parking for the Project without resulting in unutilized parking spaces.

Figure 1: Project Site Plan



### 3 OTHER PARKING RATES

When determining an appropriate parking rate, it is informative to examine the parking rates of adjacent jurisdictions, as travel behavior and parking demand may be similar. Parking rates for the Cities of Buena Park, Cypress, Garden Grove and Westminster were researched and are summarized in Table 2.

**Table 2. Parking Requirements for Adjacent Cities**

City	Parking Requirement per DU
Buena Park <sup>1</sup>	0-3 bedrooms: 2 garage spaces plus 1 add'l open space 4 bedrooms: 2 garage spaces plus 1.5 add'l open spaces
Cypress <sup>2</sup>	1-bedroom unit: 1 garage space, plus ½ open space 2-bedroom unit: 2 garage spaces 3-bedroom unit: 2 garage spaces, plus ½ open space ½ unassigned open spaces for each dwelling unit on site with 2 or more dwelling units
Garden Grove <sup>3</sup>	Less than 3 sleeping rooms: 2.75 spaces 3 or more sleeping rooms: 3 spaces
Westminster <sup>4</sup>	1-bedroom unit: 1 garage space and 0.5 open spaces 2-bedroom unit: 1 garage space and 1 open space 3-bedroom unit: 2 garage spaces and 0.5 open spaces

DU = Dwelling Unit

<sup>1</sup>City of Buena Park Municipal Code Chapter 19.436

<sup>2</sup>City of Cypress Municipal Code Section 2.05.050

<sup>3</sup>City of Garden Grove Municipal Code Section 9.12.040 (rates for developments with >50 DU and adjacent to a principal, major, primary or secondary arterial street)

<sup>4</sup>City of Westminster Municipal Code Section 17.320.020

The parking rates shown in Table 2 were applied to the proposed Project. The parking that would be required for the Project in adjacent Cities is shown in Table 3.

**Table 3. Parking Spaces Required for the Project in Adjacent Cities**

City	Parking Requirement
Buena Park	624
Cypress	571
Garden Grove	630
Westminster	467

The Institute of Transportation Engineers (ITE), *Parking Generation*, 4<sup>th</sup> Edition, provides parking generation rates for various land uses. These parking rates are based on surveys of parking demand conducted throughout the United States and Canada. The ITE rates for "Residential Condominium/Townhouse" in a suburban location indicate a peak observed parking demand of between 1.04 to 1.96 vehicles per DU with an 85<sup>th</sup> percentile parking demand of 1.52 vehicles per DU. The rate is based on studies of 12 residential sites, five of which were located in southern California (El Toro, Huntington Beach, Newport Beach, Santa Ana and Long Beach). Because the ITE rates indicate the actual demand observed at the various study sites, it is advisable to add a 10 to 15 percent buffer to account for fluctuations in parking demand.

Application of the ITE rates and a 15 percent buffer to the Project would result in a parking requirement of 364 spaces.

## 4 DEMOGRAPHIC CONSIDERATIONS

To better inform the comparison of parking requirements between adjacent Cities, the American Community Survey was consulted to identify vehicle availability and commuting trends for Stanton and the adjacent cities. If a community has a higher number of vehicles available or a higher proportion of commutes by single occupancy vehicle, then a higher parking demand would be expected. Tables 4 and 5 compare these characteristics for the Cities of Stanton, Buena Park, Cypress, Garden Grove and Westminster.

**Table 4. Vehicles Available by Household**

	Stanton	Buena Park	Cypress	Garden Grove	Westminster
No Vehicle	5%	2%	2%	3%	2%
1 Vehicle	20%	13%	13%	13%	14%
2 Vehicles	39%	35%	37%	33%	35%
3 or More Vehicles	36%	50%	48%	51%	49%

Source: 2011-2015 American Community Survey 5-Year Estimates

**Table 5. Means of Transportation to Work**

	Stanton	Buena Park	Cypress	Garden Grove	Westminster
Drove Alone	76%	79%	83%	79%	78%
Carpooled	12%	10%	9%	13%	12%
Public Transportation	4%	3%	1%	3%	2%
Walked	3%	3%	1%	1%	2%
Taxicab, Motorcycle, Bicycle or Other Means	4%	3%	3%	2%	2%
Worked at Home	1%	2%	3%	2%	4%

Source: 2011-2015 American Community Survey 5-Year Estimates

As shown in Table 4, Stanton has the lowest percentage of households with access to 3 or more vehicles and the highest percentage of households without access to a vehicle. The lower availability of vehicles is also indicated in the means of transportation to work shown in Table 5. Stanton has the lowest percentage of residents who commute to work using a single occupancy vehicle and the highest percentage of residents commuting using non-automobile modes of travel. Based on the demographic information, it is likely that the parking demand for the Project would be similar to or less than the parking demand if the Project were located in any of the surrounding cities. However, the parking required for the Project using the City of Stanton multi-family parking rate is significantly higher than would be required in adjacent Cities. The parking rate within a Mixed-Use zone would be less and is more consistent with the adjacent cities and ITE parking rates.

## 5 CASE STUDY

Brookfield Homes completed construction on a similar attached, for-sale residential community, El Paseo, in the City of Lake Forest in 2016. El Paseo has a total of 147 units made up of 21 one-bedroom units, 43 two-bedroom units and 83 three-bedroom units. 273 garage parking spaces and 88 uncovered spaces are provided at El Paseo. One-bedroom units are provided with a 1-car garage while 2 and 3-bedroom units have a 2-car garage. Uncovered spaces are provided at a rate of 0.6 spaces per unit. Similar to the Project, El Paseo also included tandem garage configurations. A comparison of the parking proposed to be provided at the Project and the parking provided at El Paseo is provided in Table 6.

*Table 6. Parking Supply Comparison Proposed Project vs. El Paseo*

	<b>Garage</b>	<b>Uncovered</b>	<b>Total</b>
Proposed Project	1.93 sp/du	0.53 sp/du	2.46 sp/du
El Paseo	1.86 sp/du	0.59 sp/du	2.45 sp/du

sp/du = spaces per dwelling unit

As shown in Table 6, the total parking proposed for the Project is slightly higher than the total parking rate at El Paseo. The proposed garage spaces per dwelling unit are higher than at El Paseo. Additionally, the El Paseo community has more tandem garage spaces than proposed at the Project. There are approximately 43 tandem garages (83 tandem parking spaces) at El Paseo, which is approximately 31 percent of all garage parking spaces. In contrast, the Project proposes 14 tandem garages (28 tandem parking spaces), which is approximately 7 percent of all proposed garage parking spaces. This is significant as tandem spaces are considered more inconvenient than regular spaces and residents may be more likely to utilize tandem spaces for storage or other uses besides parking.

The El Paseo community HOA manages parking using a permit program. All uncovered parking spaces are for resident permit parking or guest parking. The HOA rules require that residents park their vehicle inside their garage and resident permits are only granted for a third vehicle (second vehicle for residents with a 1-car garage) or an oversized vehicle that doesn't fit within the garage. A garage inspection is required to obtain a permit. Guests are required to have a guest permit to park in designated guest spaces. Guest permits can be obtained online through the association's security patrol company. The parking rules for El Paseo are provided in Appendix A.

According to the association management, the permit program at El Paseo has been successful and parking shortages have not occurred. It has been observed that some residents will obtain a guest permit for one vehicle and then for another vehicle in order to park outside of their garage. However, the association management notes that this isn't a violation of the rules and hasn't become enough of an issue to warrant placing stricter time restrictions on guest parking permits.

To ensure that the proposed parking at Village Center and Village Center North is adequate, the parking should be actively managed by the HOA in a manner similar to the program at El Paseo. The parking management program should be implemented at the time the first units are completed and sold and potential residents should be made aware of the parking management program prior to the purchase of their unit.

## 6 CONCLUSIONS AND RECOMMENDATIONS

The Project is located on the west side of Beach Boulevard at Village Center Drive within the South Gateway Mixed-Use Overlay. Application of the City's parking requirement for residential projects within a Mixed-Use Overlay results in a requirement of 416 spaces. The Project would provide 515 parking spaces (402 garage parking spaces and 105 guest parking spaces, 6 ADA spaces, and 2 post office spaces), 99 more spaces than required by the code for mixed-use zones. If the City's code rate for all other areas is applied to the Project, 711 spaces would be required. Comparison of the City's requirement of 711 spaces to the requirement in adjacent cities shows that the City's code results in a requirement of between 81 and 244 more spaces than would be required in any adjacent city. Furthermore, demographic data from the American Community Survey shows that Stanton residents have access to fewer vehicles per household and utilize non-automobile modes of travel at a higher rate than residents of adjacent cities. For these reasons, the actual parking demand is expected to be less in Stanton than in adjacent cities.

The Institute of Transportation Engineers (ITE), *Parking Generation*, 4<sup>th</sup> Edition, provides parking generation rates for "Residential Condominium/Townhouse" in a suburban location. The ITE rates are based on studies of 12 residential sites, five of which were located in southern California (El Toro, Huntington Beach, Newport Beach, Santa Ana and Long Beach). Because the ITE rates indicate the actual demand observed at the various study sites, it is advisable to add a 10 to 15 percent buffer to account for fluctuations in parking demand. Application of the ITE rates and a 15 percent buffer to the Project would result in a parking requirement of 364 spaces, 52 fewer spaces than required by the City's code for mixed-use zones and 347 fewer spaces than required in all other areas of the City.

Based on the above information, application of the City's code requirement for non-mixed-use zones would result in a significantly higher parking supply than would be required either by adjacent cities or through application of the ITE observed rates with a 15 percent buffer. The code requirement for non-mixed-use zones would result in 347 more spaces than warranted, based on application of the ITE parking demand rates plus a 15-percent buffer. The rates for mixed-use projects would require 416 spaces, 52 more spaces than the parking demand using ITE rates. The Project proposes to provide 515 spaces, 99 spaces more than the mixed-use requirement and 151 spaces more than the ITE observed parking demand with a 15 percent buffer. Based on review of adjacent City requirements, ITE rates, and demographic information for Stanton, the proposed parking supply of 515 spaces would exceed the City's code requirement in the mixed-use zone and would be sufficient to serve the resident and guest parking needs of the Project.

To ensure that garage spaces are utilized and that the uncovered parking spaces are reserved for additional resident vehicles and guests, a parking management program should be implemented. Residents would not be granted parking permits to park outside of a garage unless they are fully utilizing the garage parking spaces, or their vehicle does not fit within the

garage space. Overnight guest parking should also be regulated using a guest permit program to ensure that uncovered spaces are utilized by guests of the community. The parking management program should be implemented at the time the first units are completed and sold and potential residents should be made aware of the parking management program prior to the purchase of their unit.



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*Appendix A: El Paseo Parking Rules*

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May 6, 2016

**RE: EL PASEO OWNER'S ASSOCIATION  
REVISED PARKING RULES AND ASSESSMENT AND BILLING COLLECTION  
POLICY ADOPTION**

Dear Members of El Paseo Owner's Association:

This letter is written to you on behalf of the Board of Directors of the El Paseo Owner's Association. Under a March 4, 2016 cover letter was mailed a draft revised version of the El Paseo Owner's Association:

- Parking and Vehicle Guidelines
- Assessment and Billing Collection Policy

The Board thanks those owners who submitted feedback on the documents. The draft documents were all approved at the April 26, 2016 meeting as stated. The Assessment and Billing Collection Policy is effective immediately and the Parking and Vehicle Guidelines are effective July 1, 2016.

Please ensure that if you are in need of a parking permit for an additional or oversized vehicle that you complete and submit all necessary paperwork to the patrol company at your earliest opportunity. The number of permits issued will be equal to the number of permit spaces available and we want to ensure that there is adequate time to process all requests.

If you submitted for and received a parking permit after March 1, 2016, there is no need to resubmit as your application will be forwarded to the patrol company on your behalf. If you obtained a valid permit from the El Paseo Owner's Association prior to March 1, 2016, you will need to resubmit all required paperwork, however, you will not be required to submit payment at this time as your prior payment will carry over for one more year.

The final documents are attached for your reference and should replace the documents currently in your Community Handbook.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,  
FOR THE BOARD OF DIRECTORS

Deborah Serrano, CCAM®, CMCA®  
Director of Community Management  
Direct Line (949) 465-2440  
[deborah.serrano@associa.us](mailto:deborah.serrano@associa.us)

---

Managing Agent: Associa-PCM  
27051 Towne Centre Drive, Suite 200 • Foothill Ranch, CA 92610  
Phone (949) 768-7261 • [www.pcminternet.com](http://www.pcminternet.com)

## Parking and Vehicle Guidelines

102. All vehicles owned or operated by or within the control of an Owner or a resident and kept within the Property must be parked in the assigned garage of an Owner to the extent that all vehicles fit within the garage. *(CC&Rs Section 8.12c)*
103. Owners may purchase an Annual Resident Permit for an additional third vehicle beyond the allotted garage capacity belonging to the Owner or Residents or any vehicle that has been shown to not fit within the garage. Owners must submit an application and meet all of the criteria of the application and submit payment of \$100.00 before an annual permit will be issued. A garage inspection at a cost of \$25.00 is required for all Oversized Vehicle applications. Vehicle registrations must be submitted with the application for all vehicles parked in the garage and on the permit request and vehicles must be registered to the property address within El Paseo. There is only one permit available per residence. Please refer to the Annual Resident Permit Application for instructions.
104. Parking is allowed only in spaces marked "Permit".
105. All spots marked as Guest Parking Only may not be used by any Resident Vehicle with or without any permit.
106. Permits are required for any vehicle parked in any parking space between the hours of 12:00am and 6:00am.
107. All parking spaces marked as Permit will be available to any vehicle with any valid permit on a first come, first serve basis. The number of permits issued will be limited to the number of Permit spaces available.
108. Any vehicle with a guest safelisting is limited to parking in any one Guest parking space. Owners may only receive guest permits for a total of 14 days in any rolling 30 day period.
109. Guest safelisting is available only through the patrol company contracted by the Association for the purpose of administering and enforcing all parking permits.
110. Parking is not allowed in the areas indicated by signage during the times of trash collection.
111. Prohibited vehicles may not be kept, parked or stored on any private street in, adjacent to or visible from the Community, except for brief periods of loading or unloading. *(CC&Rs Section 8.12b)*
112. No repair, maintenance or restoration of any vehicle may be conducted on the Property except in an enclosed garage, provided the activity is not done as a business and the activity is not deemed a nuisance by the Board. *(CC&Rs Section 8.12c)*
113. Guest vehicles parking within the Community between the hours of 12:00am and 6:00am without a valid safelist are subject to towing without notice at the Owner's expense after the third citation. Three citation reminders will be issued prior to a vehicle being towed. Guest vehicles must be parked within a Guest parking space. Unpermitted vehicles parked in a permit space are subject to immediate tow without notice. *(CC&Rs Section 8.12e)*
114. Vehicles parked in violation of any Rules and Regulations or Declaration, posted notices or in a fire lane, blocking ingress or egress to the Community or in front of a fire hydrant are subject to immediate towing without notice at the Owner's expense. *(CC&Rs Section 8.12e)*

- 115. Garages shall be kept in a condition that allows the parking of the number of vehicles the garage was constructed for. Modification of the garage in a manner which impacts the ability to park a vehicle will not qualify a resident for an oversize vehicle permit. *(CC&Rs Section 8.12c)*
- 116. Garage doors shall remain closed at all times, except as reasonably required for entry/exit from the garage, use of garage and use of Courtyard. Owners shall ensure that the garage door opener is in proper working condition.
- 117. Washing or polishing of any vehicle in the Community is not allowed.
- 118. Each owner is responsible for advising the owner's family, tenants, and guests of the parking regulations.
- 119. New residents will be provided a 30 day safelisting.
- 119a. Any exceptions will be reviewed by the parking committee upon written request by the owner

## IMPORTANT INFORMATION

### El Paseo Parking Permit Program

If you wish to apply for a parking permit to park additional vehicle(s) or an oversized vehicle outside of your garage, please read the directions below. Outside parking is available on a first-come first-served basis. It is very important to remember that you must mail the permit application, permit fee & other documentation outlined below to the patrol company before your parking permit request will be reviewed. The parking permit allows parking outside of your garage except in spaces designated for guests.

### INFORMATION FOR ANNUAL RESIDENT PERMIT

All parking rules and regulations must be adhered to. Please review all the parking rules in the Community Handbook.

Submit the following items to the Association's Patrol Contractor:

- Completed Annual Resident Permit Application
- Documentation that shows your name and address at El Paseo
  - Submit one of the following:
    - Current vehicle registration
    - Utility bill (cell phone bills are not accepted)
    - California drivers license
    - Lease Agreement
- A copy of the current vehicle registration (showing your name) for all of your vehicles. If the vehicle is new, submit a copy of the sales contract or temporary registration.
- A check in the amount of \$100.00 made payable to El Paseo Owners Association.
- If you have a company vehicle, provide both of the following:
  - Letter on company letterhead showing your name and authority to have custody and control of the vehicle
  - Current vehicle registration

#### **Procedure for Oversized Vehicles:**

- Include a \$25.00 check for a garage inspection with your completed Annual Resident Permit Application. The check should be made payable to the Patrol Contractor.
- Ensure that your garage is clean and clear. All of your vehicles must be present at the inspection.
- The officer will determine whether the vehicle will fit safely, not necessarily comfortably, in the garage. Garages that have been modified so that the vehicle will not fit safely will not be granted a permit.
- The permit fee is an annual fee and the permit is void at the one year anniversary of the issuance date.

**Please remember to display the permit when parking outside of your garage.**

## **INFORMATION FOR SAFELIST**

### **Procedure to obtain a safelist for your Guest's vehicle:**

- Residents may request safelist status of guest vehicles for a total of 14 days in a rolling 30 day period.
- Safelisted vehicles are allowed to park in Guest parking only and are subject to immediate tow if parked in a space marked Permit. It is the responsibility of each owner to provide these instructions to their guests.

### **Online Safe Listing instructions:**

1. Logon to [www.nordicsec.com](http://www.nordicsec.com).
2. Click on "Residents and Managers"
3. Enter your Login ID and Web ID Code. (Nordic will be providing codes to residents prior to enforcement)
4. Hold your mouse cursor over "Parking Passes" and click on:
5. Enter all of the required information in their respective fields and click "Submit."
6. Once you have entered all of this information properly and completely, you will receive a confirmation coupon which can be printed and placed on the dashboard face up. If you cannot print the coupon, you can simply write the confirmation number clearly on a piece of paper and place it on the dash face up.
7. If you have exceeded your allotted days on the safe list, you will receive an error message. At that point you can try to resubmit it with less days.
8. If you still have issues you can call our dispatch center for assistance 24 hours a day 7 days week.

Contacts:  
Nordic Security Services  
1-800-883-3880  
714-751-0347 (Office)

Also make sure to have the correct license plate, make, model, color and number of days.

**IMPORTANT:** Please make note of safe listing limitations. The limits set can only be superseded by contacting Associa-PCM.

**EL PASEO OWNER'S ASSOCIATION ANNUAL RESIDENT PERMIT APPLICATION**

OWNER/S NAME/S ON TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Reason for permit: (please check one) \_\_\_\_\_ Additional vehicle(s) \_\_\_\_\_ Oversized vehicle (won't fit in garage)

Information for vehicles parked in garage:

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

**Criteria to be eligible for permit for ADDITIONAL VEHICLE(S)**

- ✓ Have vehicles parked in the garage to the capacity for which the garage was constructed for.
- ✓ Have read and understand all parking rules for the Community.
- ✓ Must provide copy of ownership information (registration) with application. Name of Owner must match the name on the Title of the home or a Resident listed on the Homeowner Information Form submitted.

Information for additional vehicle(s):

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

**Criteria to be eligible for permit for OVERSIZED VEHICLE**

- ✓ Complete garage inspection by the Patrol Contractor.
- ✓ Have read and understand all parking rules for the Community.
- ✓ Must provide copy of ownership information (registration) with application. Name of Owner must match the name on the Title of the home or a Resident listed on the Homeowner Information Form submitted.

Information for additional vehicle(s):

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

Please submit with payment of \$100 for each permit requested. Please submit additional payment of \$25 for garage inspection for Oversized Vehicle request. Permit applications will be evaluated upon submission of all required documents. Permit is valid for one year from the date of issuance.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

R H A  
ROBERT HIDEY ARCHITECTS



VILLAGE CENTER & VILLAGE CENTER NORTH  
STANTON, CALIFORNIA

PLANNING SUBMITTAL  
**Brookfield**  
Residential  
PROJECT NUMBER: 1-0017 05-08-18







REAR



FRONT

FIRST FLOOR PLAN

BUILDING TYPE 1  
16-UNIT BUILDING PLAN

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential

REAR

IRVING

UNIT 1 UNIT 2 UNIT 5 UNIT 5 UNIT 5 UNIT 3 UNIT 4 UNIT 6



LEFT

RIGHT



UNIT 1 UNIT 2 UNIT 5 UNIT 5 UNIT 5 UNIT 3 UNIT 4 UNIT 6

FRONT

SECOND FLOOR PLAN

BUILDING TYPE 1  
16-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

STANTBACH ASSOCIATES



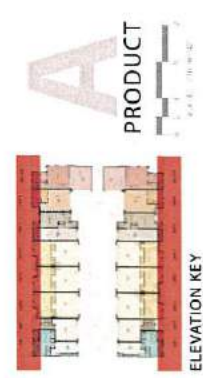
PRODUCT



R H A

4000 101 NORTH CENTRAL AVENUE  
SUITE 1000  
CHICAGO, ILLINOIS 60610

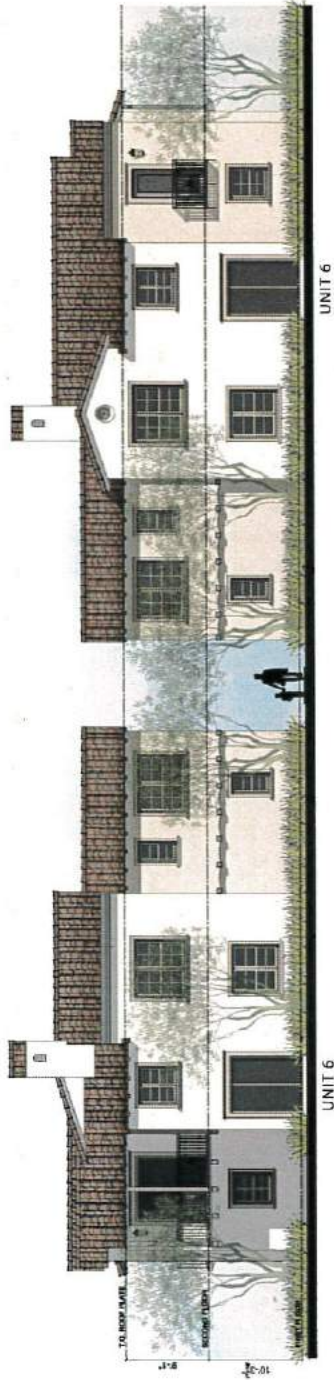




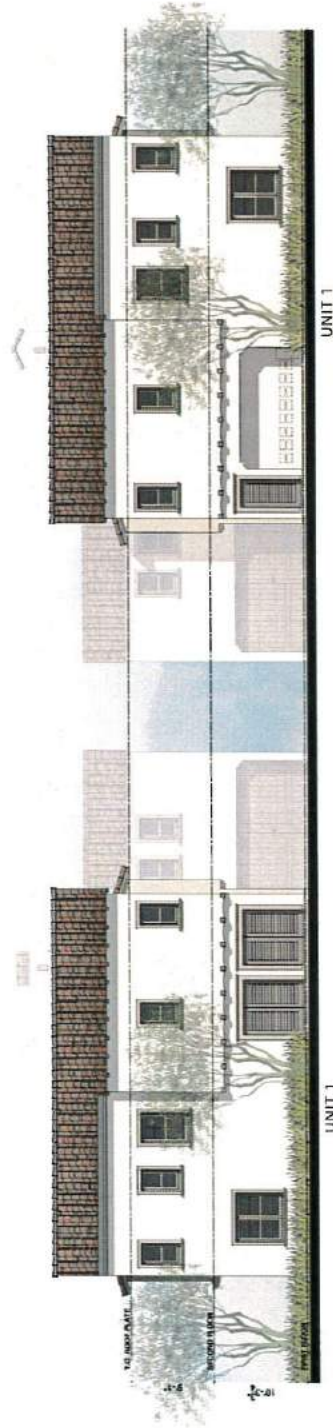
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BUILDING TYPE 1  
16-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential



RIGHT ELEVATION



LEFT ELEVATION

ELEVATION A - SPANISH  
BUILDING TYPE 1  
16-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential

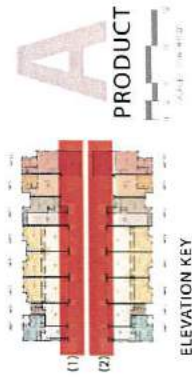


PRODUCT

R H A

ARCHITECTURAL  
DRAWINGS





ELEVATION A - SPANISH  
BUILDING TYPE 1  
16-UNIT BUILDING

Brookfield  
Residential

VILLAGE CENTER & VILLAGE CENTER NORTH  
VILLAGE, CALIFORNIA

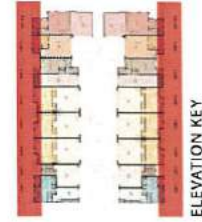
PRODUCT  
R H A



FRONT ELEVATION



REAR ELEVATION



ELEVATION B - MONTEREY  
BUILDING TYPE 1  
16-UNIT BUILDING

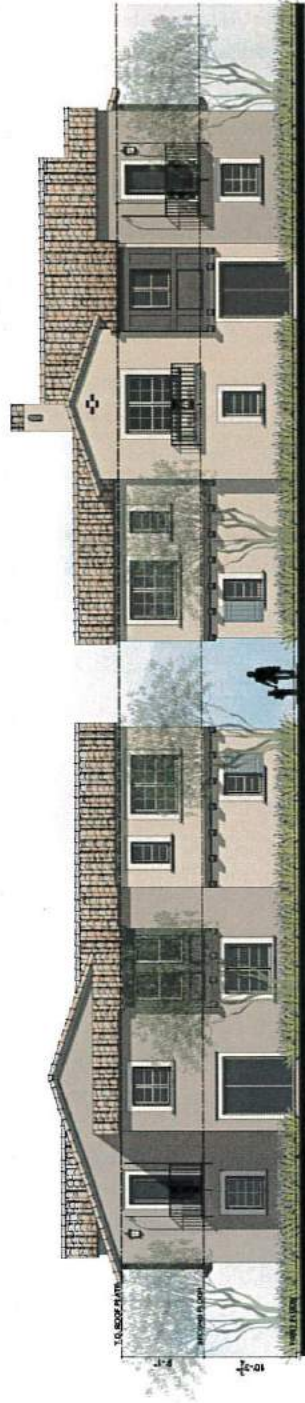
**Brookfield**  
Residential

**VILLAGE CENTER & VILLAGE CENTER NORTH**

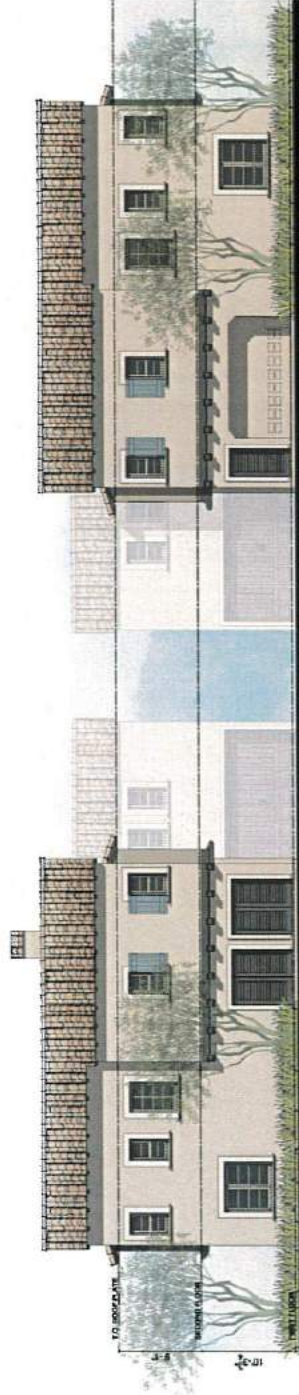
STANFORD, CALIFORNIA

RENDERING BY: W. B. & S. L. ARCHITECTS  
ARCHITECTS

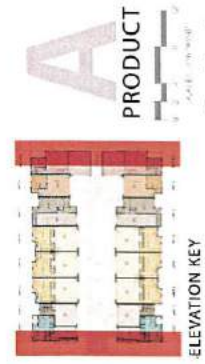




RIGHT ELEVATION



LEFT ELEVATION



ELEVATION B - MONTEREY  
BUILDING TYPE 1  
16-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential

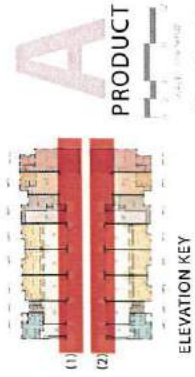




MOTOR COURT ELEVATION (1)



MOTOR COURT ELEVATION (2)



ELEVATION B - MONTEREY  
BUILDING TYPE 1  
16-UNIT BUILDING

Brookfield  
Residential

VILLAGE CENTER & VILLAGE CENTER NORTH  
STATION, CALIFORNIA

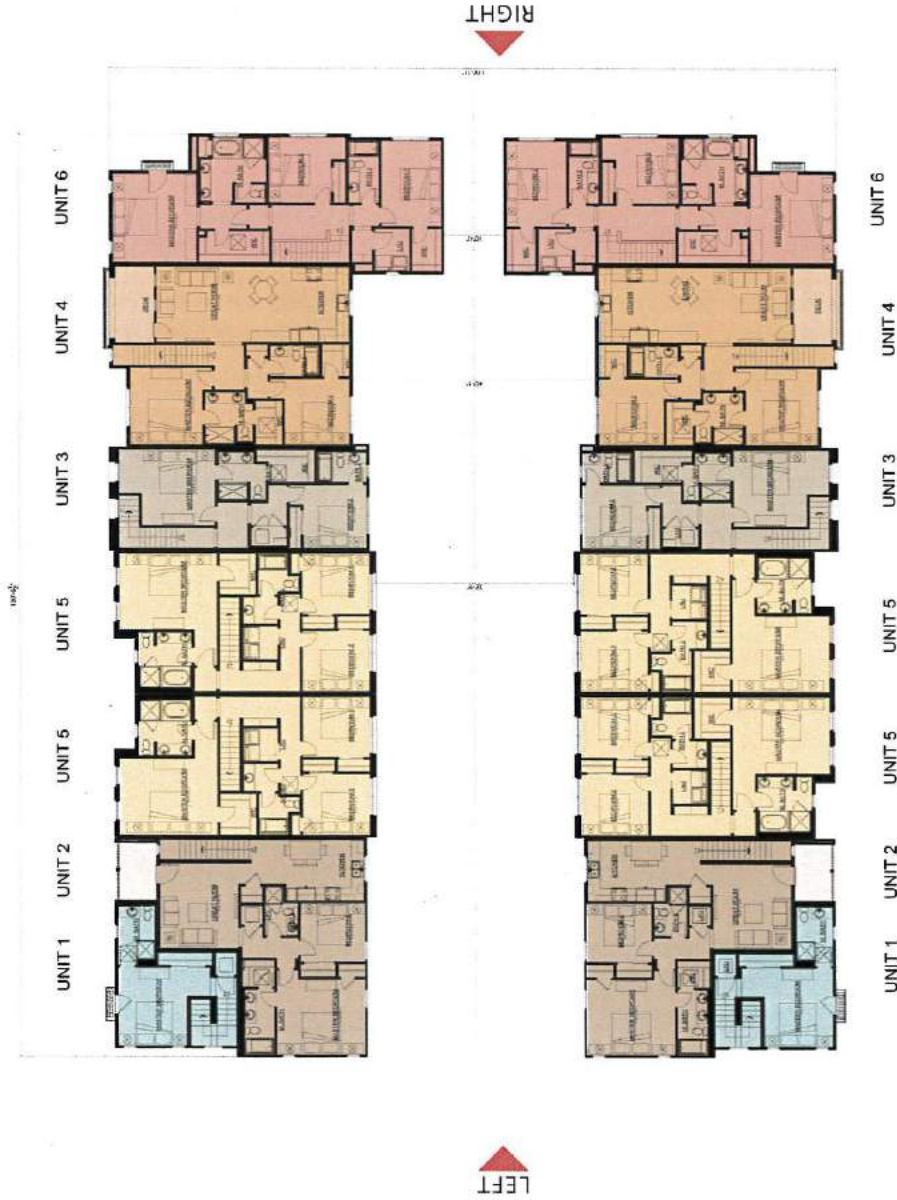
R H A



**BUILDING TYPE 2**  
**14-UNIT BUILDING**

## SYNOPSIS

REAR



SECOND FLOOR PLAN

BUILDING TYPE 2  
14-UNIT BUILDING

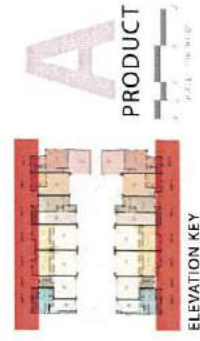
VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential

PRODUCT  
R H A

STREET FRONT ELEVATION





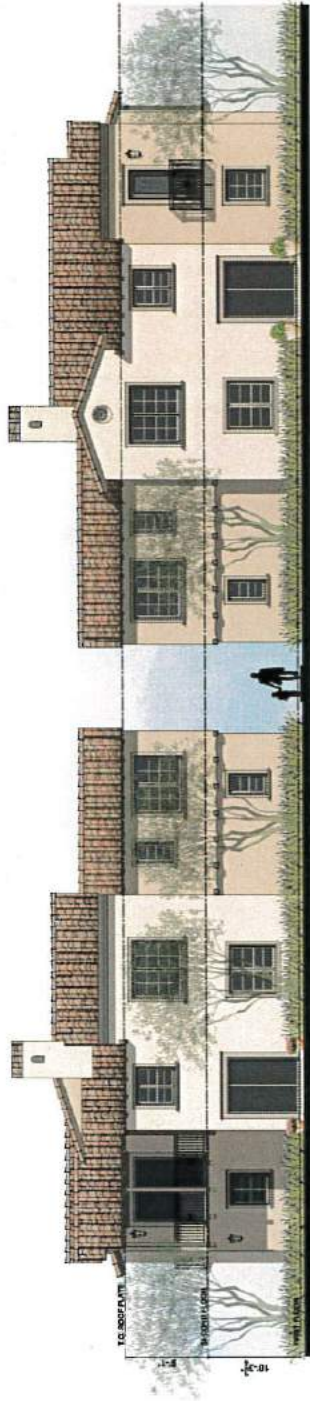
ELEVATION A - SPANISH  
BUILDING TYPE 2  
14-UNIT BUILDING

Brookfield  
Residential

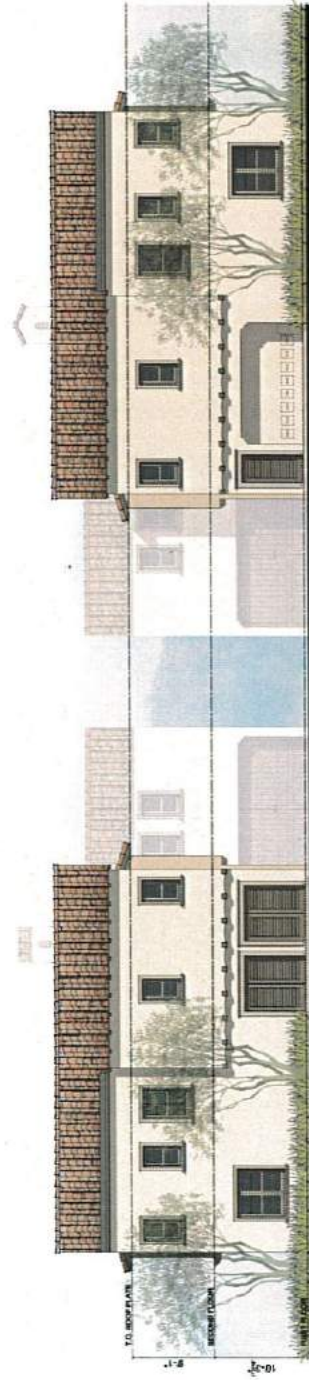
VILLAGE CENTER & VILLAGE CENTER NORTH  
STATION, CALIFORNIA

R H A

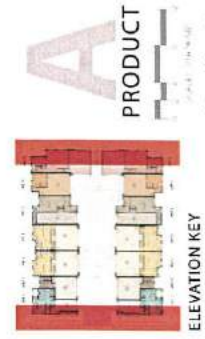
ARCHITECTURAL RENDERING  
© 2014 BROOKFIELD RESIDENTIAL



RIGHT ELEVATION



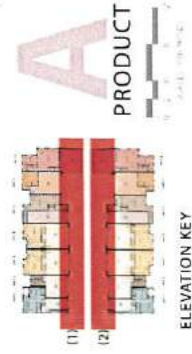
LEFT ELEVATION



ELEVATION A - SPANISH  
BUILDING TYPE 2  
14-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH





ELEVATION A - SPANISH  
BUILDING TYPE 2  
14-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential

STANTON, CALIFORNIA



FRONT ELEVATION



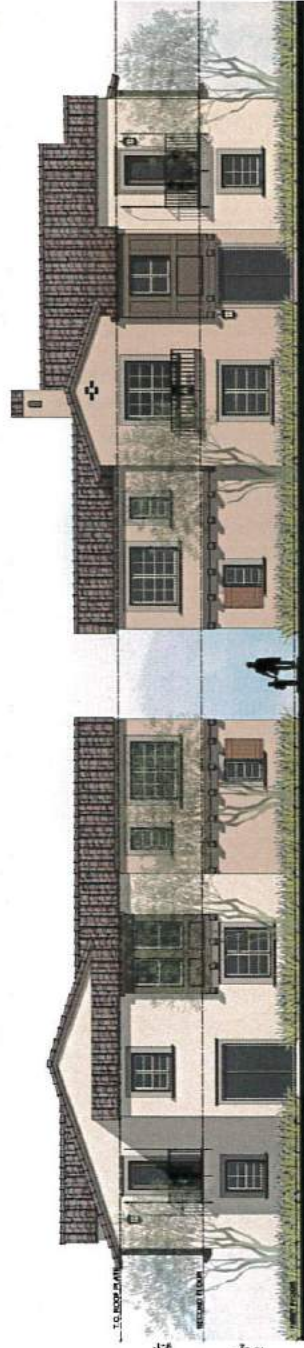
REAR ELEVATION



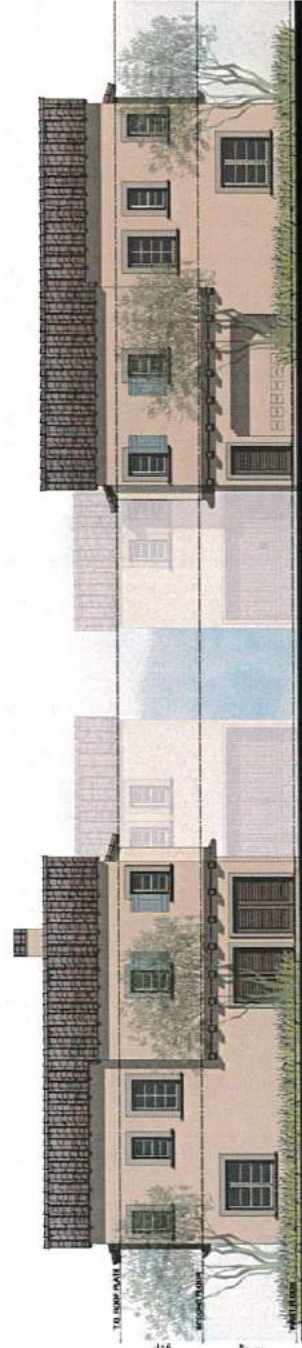
ELEVATION B - MONTEREY  
BUILDING TYPE 2  
14-UNIT BUILDING



WINDOW FRONTAGE CALCULATION (25% MIN)	
TOTAL WALL SURFACE AREA (BELOW ROOF)	2,229 SQ FT
TOTAL GLAZING AREA	400 SQ FT
TOTAL WINDOW/OPENING FRONTAGE	18.3 %



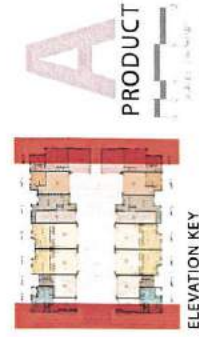
RIGHT ELEVATION  
(FRONT'S VILLAGE CENTER DRIVE)



LEFT ELEVATION

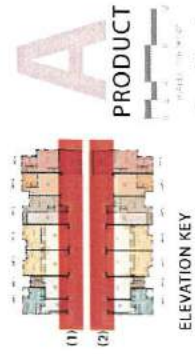
ELEVATION B - MONTEREY  
BUILDING TYPE 2  
14-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH



R H A



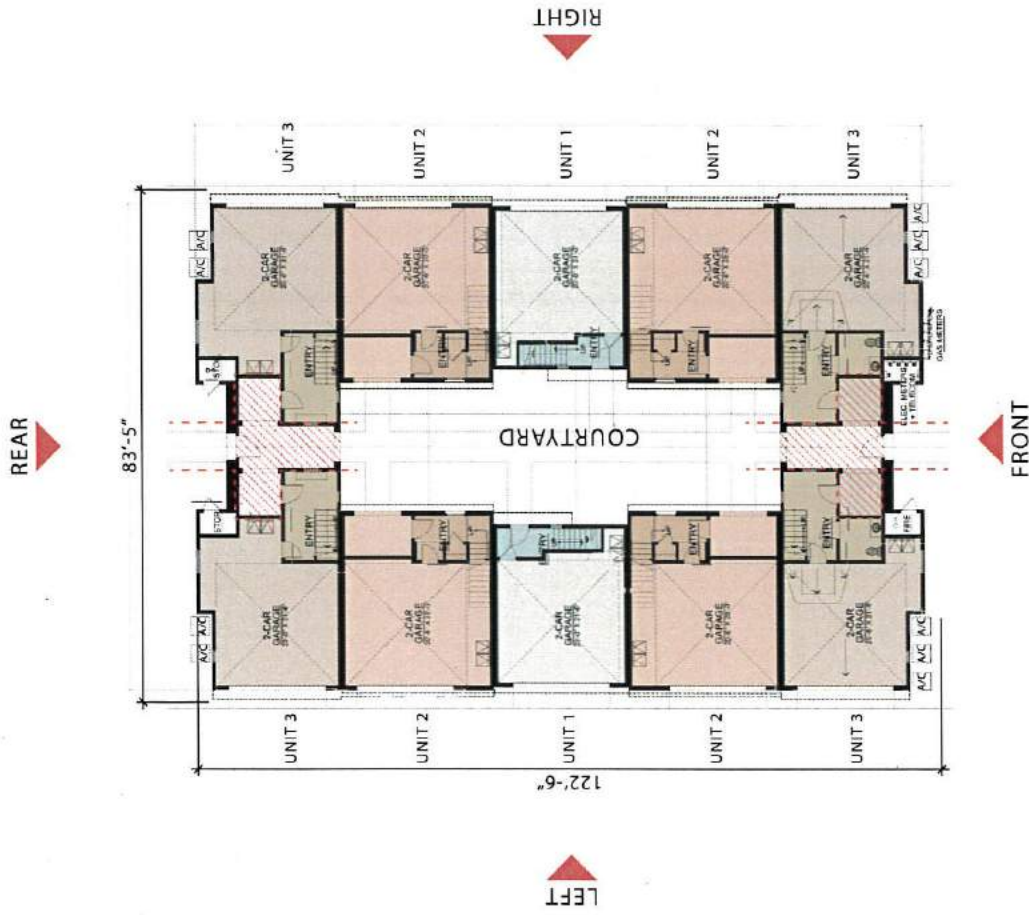


ELEVATION B - MONTEREY  
BUILDING TYPE 2  
14-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential

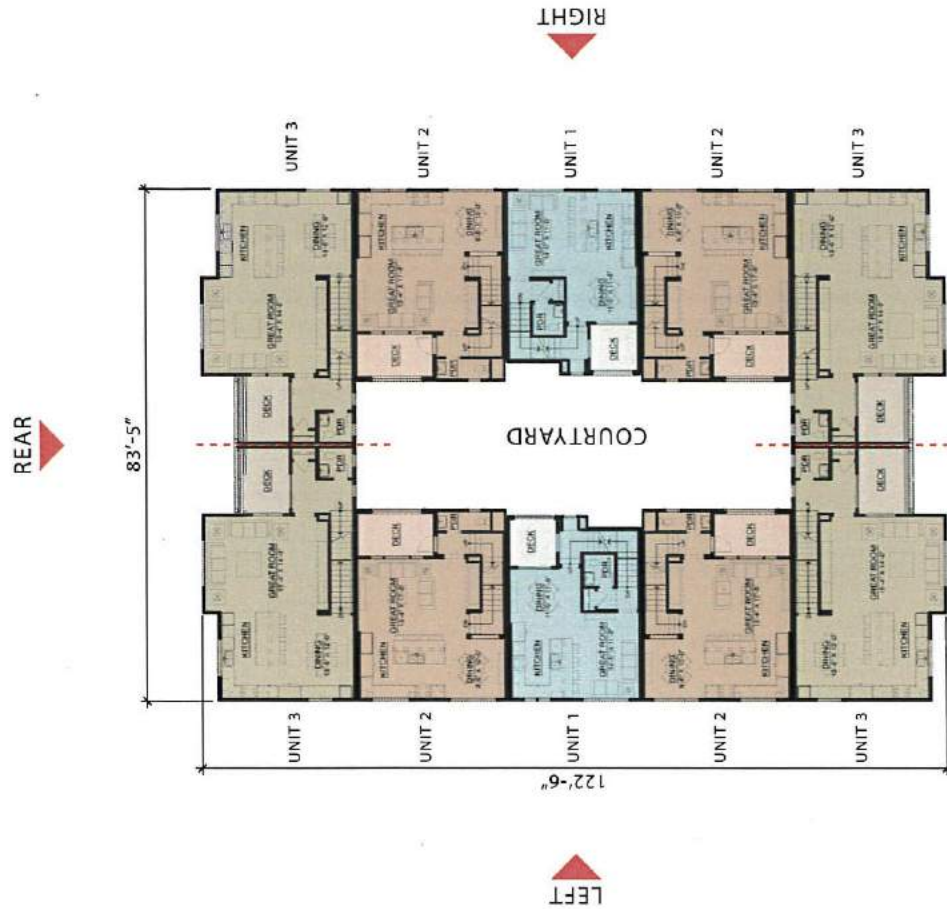
18



FIRST FLOOR PLAN  
BUILDING TYPE 3  
10-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential



FIRE RATING
2-HOUR FIRE WALL, TYP.

**B** PRODUCT

R H A

SCALE: 1/8" = 1'-0"

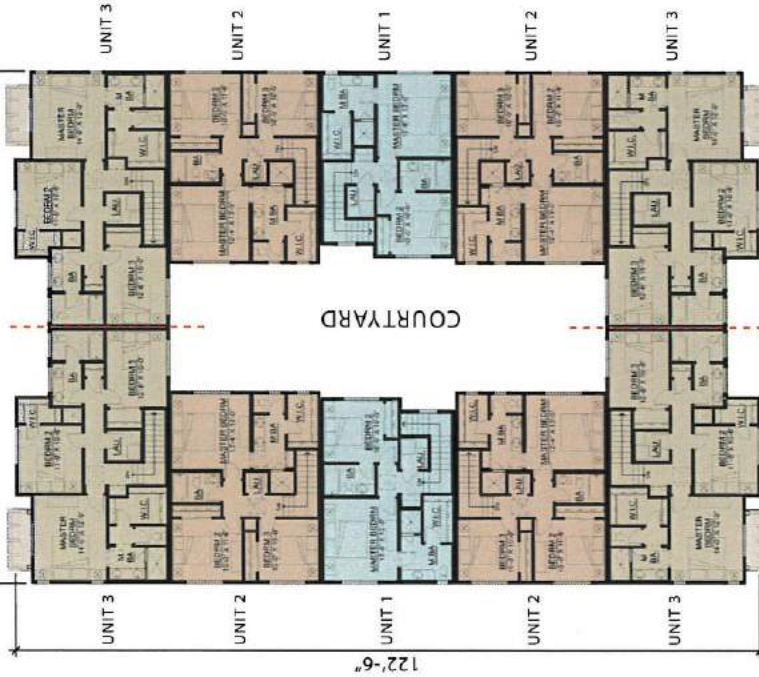
SECOND FLOOR PLAN

BUILDING TYPE 3  
10-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

REAR

83'-5"



LEFT

RIGHT

FRONT

THIRD FLOOR PLAN

BUILDING TYPE 3  
10-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

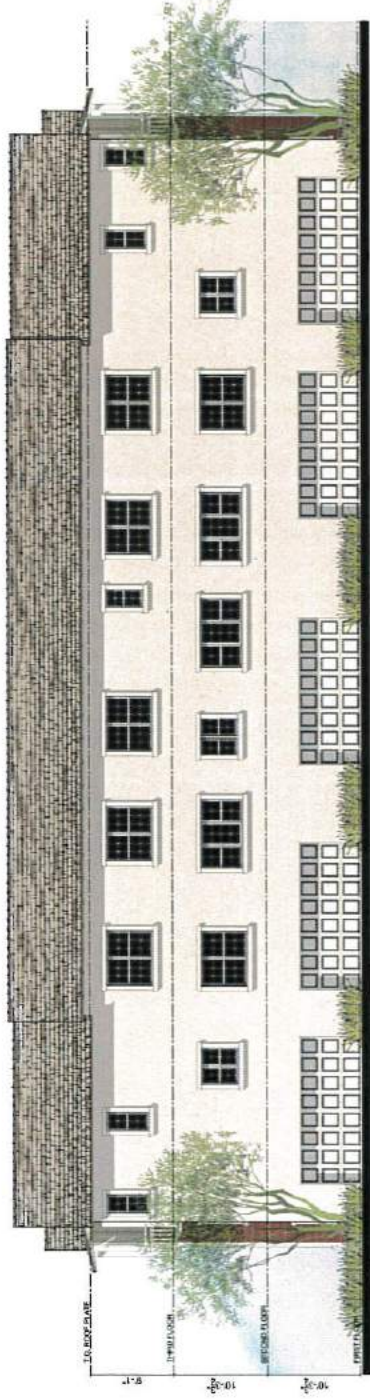
Brookfield  
Residential

**B**  
PRODUCT  
R H A

FIRE RATING
--- 2-HOUR FIRE WALL TYP.







UNIT 3 UNIT 2 UNIT 1

RIGHT AND LEFT ELEVATION



UNIT 3 UNIT 2 UNIT 1

TYPICAL COURTYARD ELEVATION

PARTIAL SECTION  
AT 2ND & 3RD FLOORS

PARTIAL SECTION  
AT 2ND & 3RD FLOORS



PRODUCT

R H A

ELEVATION A - TRADITIONAL MONTEREY  
BUILDING TYPE 3  
10-UNIT BUILDING

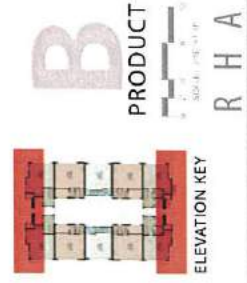
VILLAGE CENTER & VILLAGE CENTER NORTH

STATION 14.00000

WINDOW FRONTAGE CALCULATION (25% MIN)			
TOTAL WALL SURFACE AREA (BELOW ROOF)	2,499 SQ FT		
TOTAL GLAZING AREA	479 SQ FT		
TOTAL WINDOW/OPENING FRONTAGE	15.6 %		



UNIT 3  
FRONT AND REAR ELEVATION  
(FRONT'S BEACH BOULEVARD)

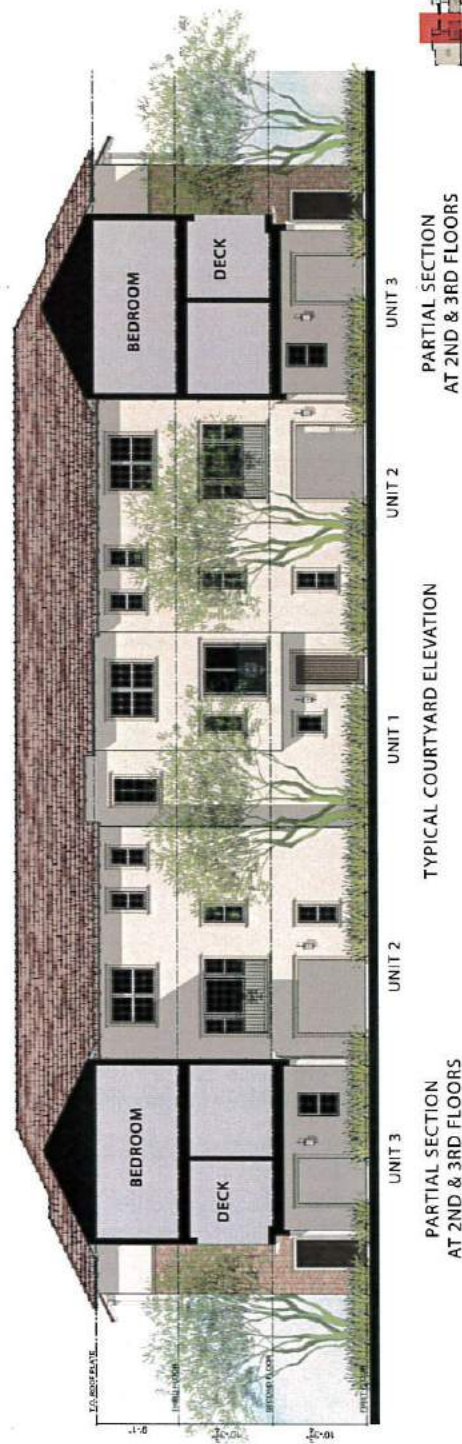
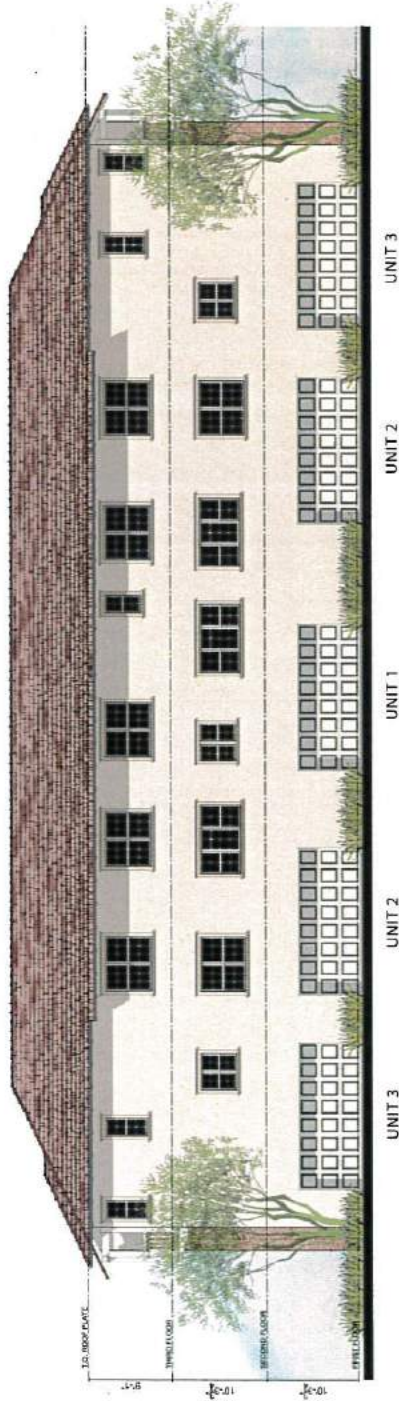


ELEVATION B - SPANISH MONTEREY  
BUILDING TYPE 3  
10-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential





## PRODUCT

R H A

**ELEVATION B - SPANISH MONTEREY  
BUILDING TYPE 3  
10-UNIT BUILDING**

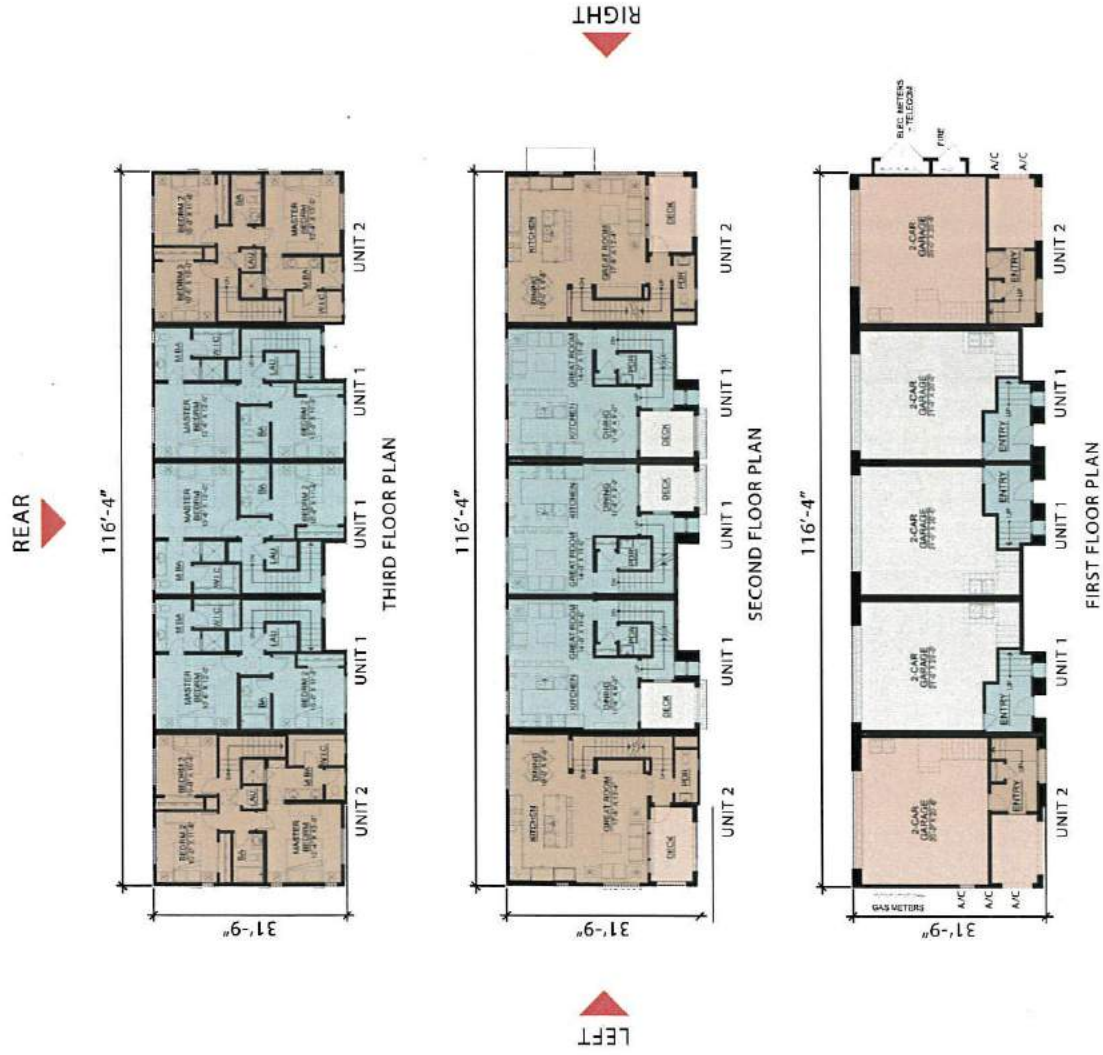
VILLAGE CENTER &amp; VILLAGE CENTER NORTH

**Brookfield**  
Residential



## STATISTICAL COMMENTARY

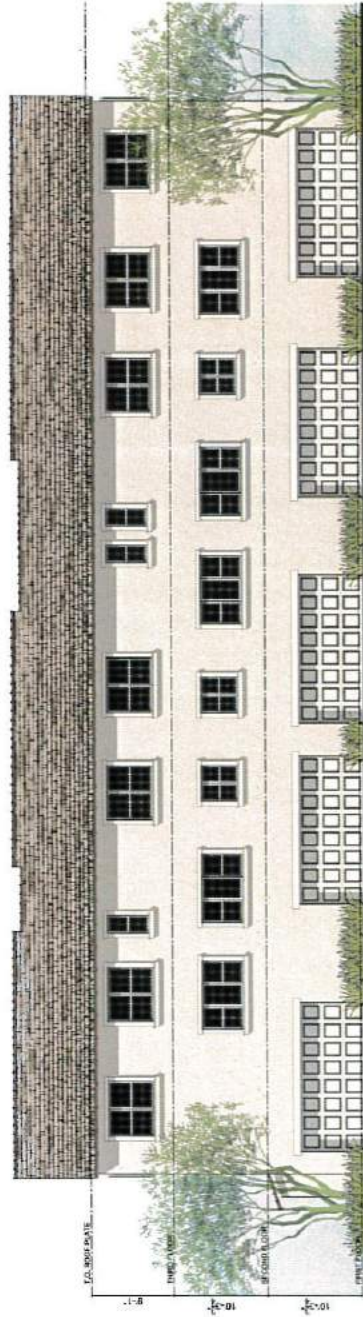
**FRONT**



**FRONT**



FRONT ELEVATION



REAR ELEVATION

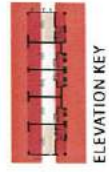
ELEVATION A - TRADITIONAL MONTEREY  
BUILDING TYPE 4  
5-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

STANTON CALIFORNIA

Brookfield  
Residential

PRODUCT  
R H A





UNIT 2  
LEFT ELEVATION



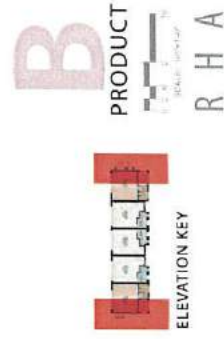
UNIT 2  
RIGHT ELEVATION

ELEVATION A - TRADITIONAL MONTEREY  
BUILDING TYPE 4  
5-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

STATION C-4000004

**Brookfield**  
Residential



28



WINDOW FRONTAGE CALCULATION (25% MIN)	
TOTAL WALL SURFACE AREA (BELOW ROOF)	3,325 SQ FT
TOTAL GLAZING AREA	650 SQ FT
TOTAL WINDOW/OPENING FRONTAGE	19.5 %



UNIT 2

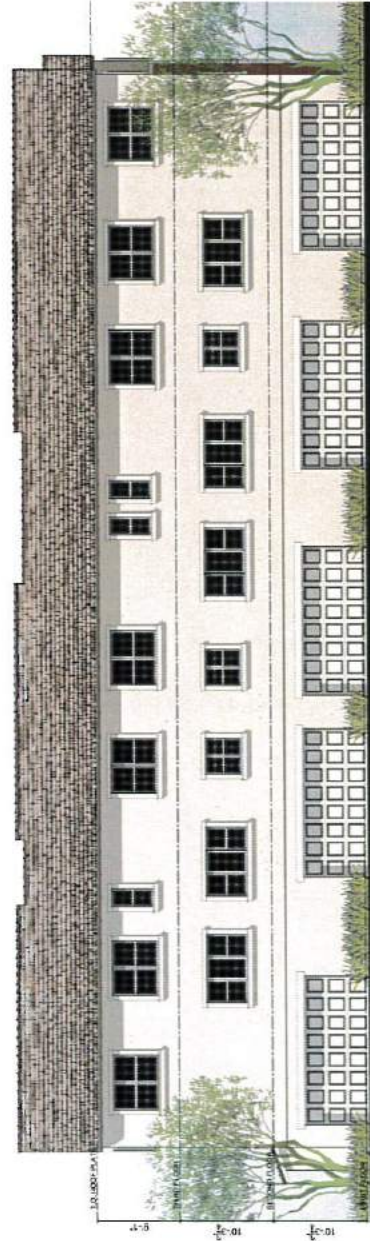
UNIT 1

UNIT 1

UNIT 2

FRONT ELEVATION (ENHANCED)  
(FRONT'S VILLAGE CENTER DRIVE)

WINDOW FRONTAGE CALCULATION (25% MIN)	
TOTAL WALL SURFACE AREA (BELOW ROOF)	888 SQ FT
TOTAL GLAZING AREA	123 SQ FT
TOTAL WINDOW/OPENING FRONTAGE	13.9 %



UNIT 2

UNIT 1

UNIT 1

UNIT 1

UNIT 2

REAR ELEVATION (ENHANCED)  
(FRONT'S VILLAGE CENTER DRIVE)



UNIT 2

LEFT ELEVATION (ENHANCED)  
(FRONT BEACH BOULEVARD)

**B**  
PRODUCT  
SCALE: 1/8" = 1'-0"  
R H A



ELEVATION KEY

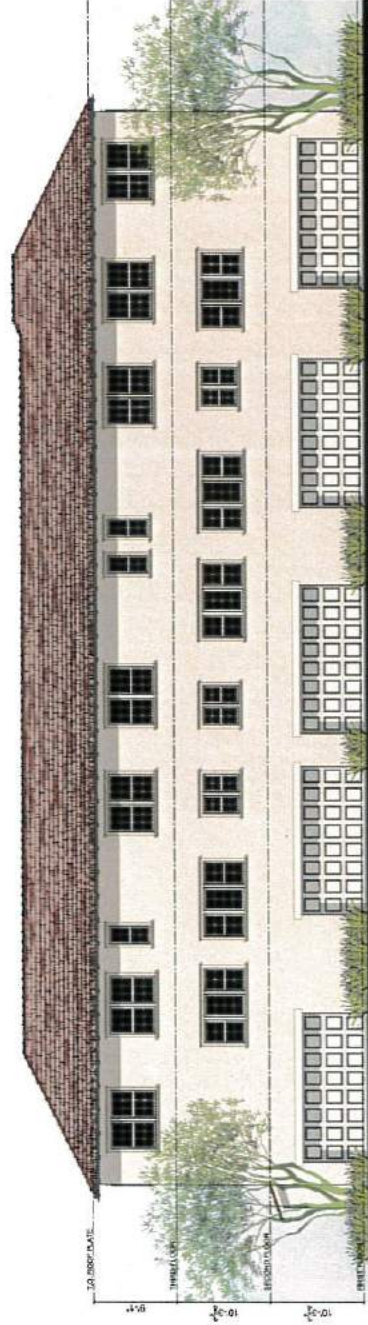
ELEVATION A - TRADITIONAL MONTEREY  
BUILDING TYPE 4  
5-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH  
STATION, CALIFORNIA

Brookfield  
Residential



UNIT 2 UNIT 1 UNIT 1 UNIT 1 UNIT 2  
FRONT ELEVATION



UNIT 2 UNIT 1 UNIT 1 UNIT 1 UNIT 2  
REAR ELEVATION

ELEVATION B - SPANISH MONTEREY  
BUILDING TYPE 4  
5-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential

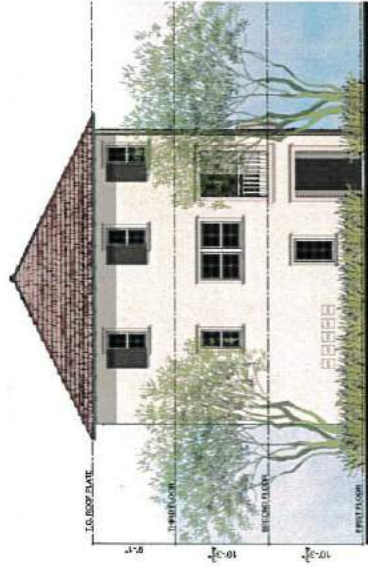


PRODUCT  
R H A

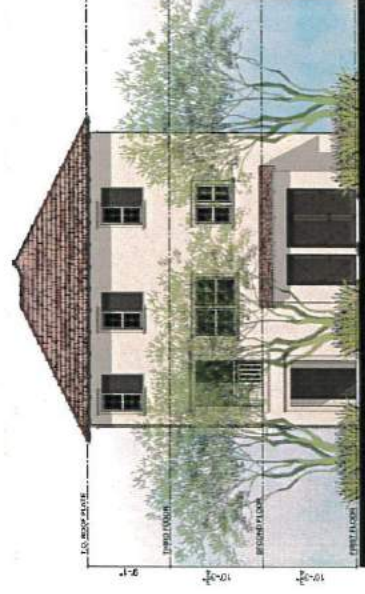
STANTON, CALIFORNIA

STANTON, CALIFORNIA





UNIT 2  
LEFT ELEVATION



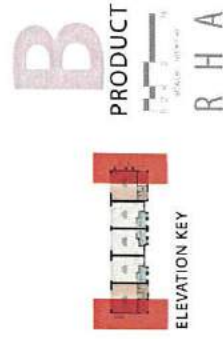
UNIT 2  
RIGHT ELEVATION

ELEVATION B - SPANISH MONTEREY  
BUILDING TYPE 4  
5-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

STANTON, CALIFORNIA

**Brookfield**  
Residential



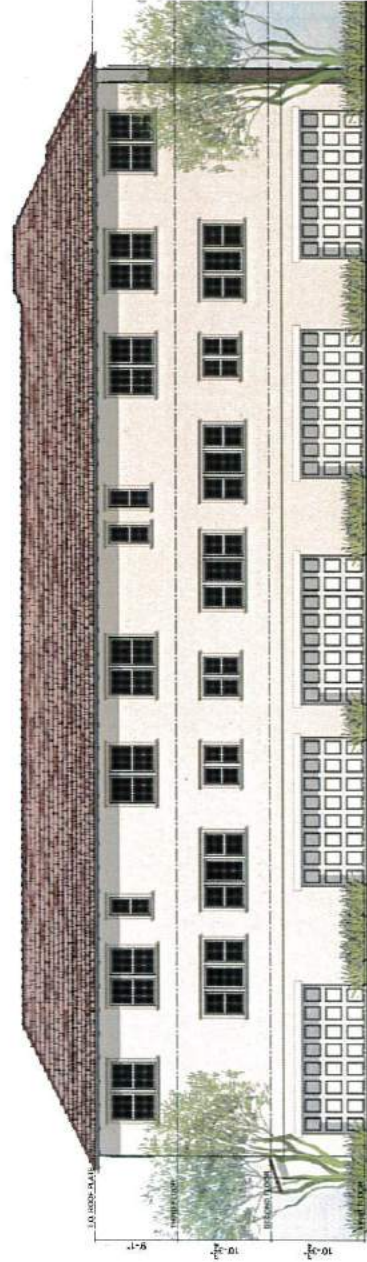
EXISTING IMPROVEMENTS

WINDOW FRONTAGE CALCULATION (25% MIN)	
TOTAL WALL SURFACE AREA (BELOW ROOF)	3,325 SQ FT
TOTAL GLAZING AREA	850 SQ FT
TOTAL WINDOW/OPENING FRONTAGE	10.5 %



UNIT 2 UNIT 1 UNIT 2  
FRONT ELEVATION (ENHANCED)  
(FRONT'S VILLAGE CENTER DRIVE)

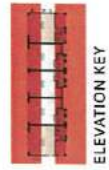
WINDOW FRONTAGE CALCULATION (25% MIN)	
TOTAL WALL SURFACE AREA (BELOW ROOF)	885 SQ FT
TOTAL GLAZING AREA	123 SQ FT
TOTAL WINDOW/OPENING FRONTAGE	13.9 %



UNIT 2 UNIT 1 UNIT 1 UNIT 2  
REAR ELEVATION (ENHANCED)



UNIT 2  
LEFT ELEVATION (ENHANCED)  
(FRONT'S BEACH BOULEVARD)



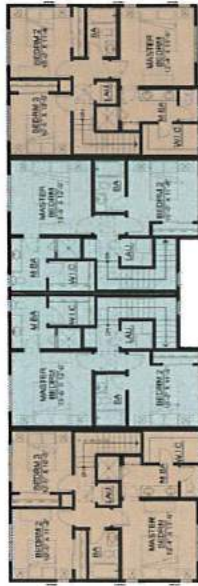
PRODUCT  
R H A

ELEVATION B - SPANISH MONTEREY  
BUILDING TYPE 4  
5-UNIT BUILDING

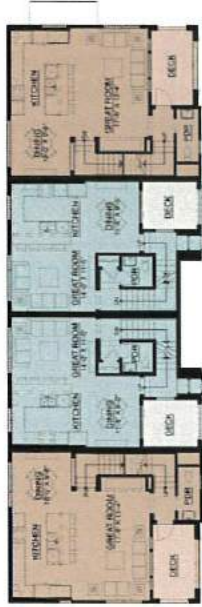
VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential

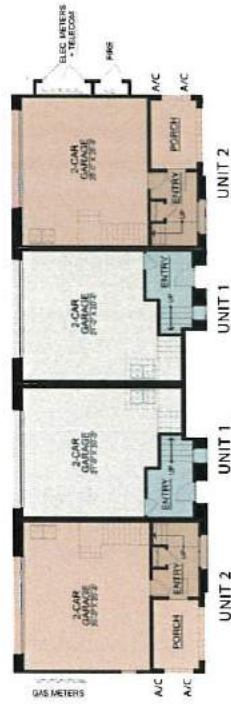
REAR



RIGHT



LEFT



FRONT

BUILDING TYPE 5  
4-UNIT BUILDING

# VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential



WINDOW FRONTAGE CALCULATION (25% MIN)	
TOTAL WALL SURFACE AREA (BELOW ROOF)	2,660 SQ FT
TOTAL GLAZING AREA	522 SQ FT
TOTAL WINDOW OPENING FRONTAGE	19.6 %



FRONT ELEVATION  
(FRONT'S VILLAGE CENTER DRIVE)

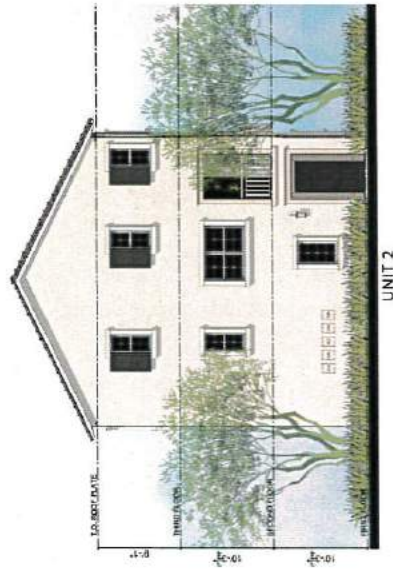


REAR ELEVATION

ELEVATION A - TRADITIONAL MONTEREY  
BUILDING TYPE 5  
4-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH





LEFT ELEVATION



RIGHT ELEVATION

**B**  
PRODUCT  
R H A



ELEVATION A - TRADITIONAL MONTEREY  
BUILDING TYPE 5  
4-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

**Brookfield**  
Residential

WINDOW FRONTAGE CALCULATION (25% MIN)	
TOTAL WALL SURFACE AREA (BELOW ROOF)	2,668 SQ FT
TOTAL GLAZING AREA	522 SQ FT
TOTAL WINDOW/OPENING FRONTAGE	19.6 %



FRONT ELEVATION  
(FRONT'S VILLAGE CENTER DRIVE)



REAR ELEVATION

ELEVATION B - SPANISH MONTEREY  
BUILDING TYPE 5  
4-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential



PRODUCT



R H A

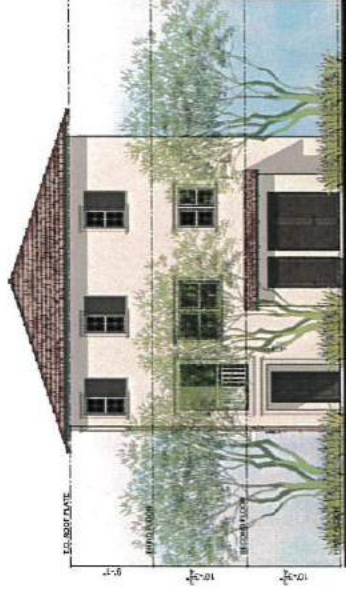
QUEST RIGHT ARCHITECTS





UNIT 2

LEFT ELEVATION



UNIT 2

RIGHT ELEVATION

ELEVATION B - SPANISH MONTEREY  
BUILDING TYPE 5  
4-UNIT BUILDING

VILLAGE CENTER & VILLAGE CENTER NORTH

STANTON, CALIFORNIA

Brookfield  
Residential



WOOD BALCONY



WOOD WINDOW TRIM



WOOD PANELS AND CORBELS



WOOD DECK



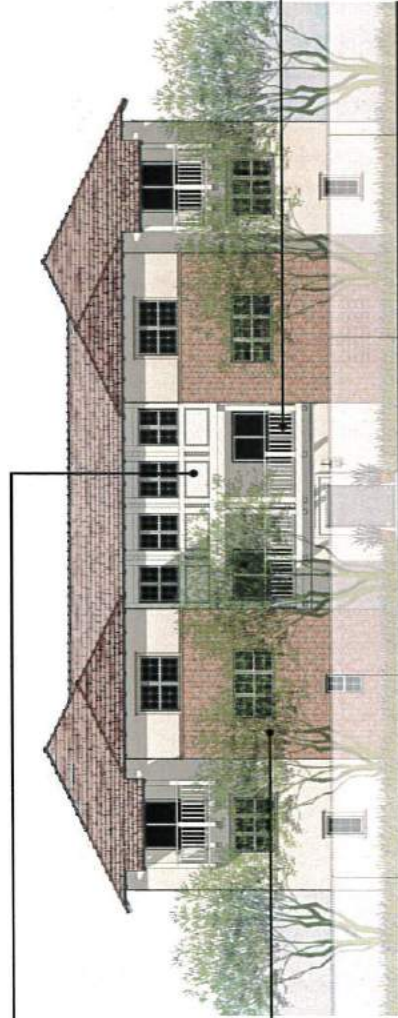
BRICK WALL FINISH



WOOD DECK



ELEVATION 'A'  
TRADITIONAL MONTEREY



ELEVATION 'B'  
SPANISH MONTEREY



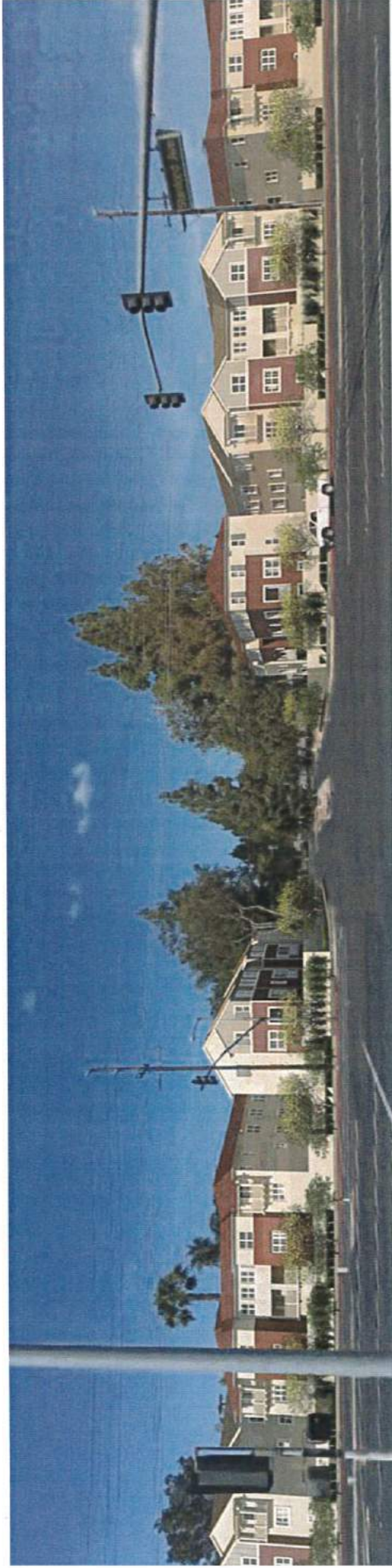
STREET SCENE ALONG BEACH BOULEVARD  
VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential



ARCHITECTURAL RENDERING  
DATE: 10/15/15  
RHA





VIEW ALONG BEACH BOULEVARD  
VILLAGE CENTER & VILLAGE CENTER NORTH

Brookfield  
Residential

R H A

PROJECT: 4011 WESTVILLE  
ARCHITECT: RHA



VIEW ALONG BEACH BOULEVARD

**VILLAGE CENTER & VILLAGE CENTER NORTH**

**3. PRELIMINARY CONCLUSIONS**

**Brookfield**  
Residential

R H A

— 2001 年 12 月 31 日







② THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY, OR FREIGHT ADJUTING SAID LAND, EXCEPT AT STREET INTERSECTIONS AND PRIVATE DRIVEWAYS, SUCH RIGHTS HAVING BEEN RELINQUISHED TO THE CITY OF STATION BY THE SAID OWNERS, AS EVIDENCED BY THE RECORDS OF THE CITY OF STATION, AND THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE COUNTY OF MISSOURI, AND THE OFFICE OF THE CLERK OF THE COUNTY COURTS OF LEWIS COUNTY, ATTORNEYS GENERAL BELLEVILLE SAID LAND, HOWEVER, ADJUTS WITH A PUBLIC THROUGHFARE OTHER THAN THE ROAD (VILLAGE CENTER DRIVE) AS SHOWN ON SAID TRACT NO. 120013) REFERENCED TO ABOVE, OVER WHICH RIGHTS OF ATTACHMENT AND EGRESS HAVE NOT BEEN

[illegible]

② REFERS TO AN ASSESSMENT FOR ELECTRIC LINES IN THE DOCUMENT RECORDED JULY 31, 1960 IN BOOK 13684 PAGE 1553 OF OFFICIAL RECORDS.

③ REFERS TO AN ASSESSMENT FOR MAINTAINING AND OPERATING WATER PIPELINES AND RIGHTS IN CENTRAL, THEREIN RECORDED FEBRUARY 17, 1961 IN BOOK 13660 PAGE 1115, OF OFFICIAL RECORDS.

② REFERS TO AN ASSESSMENT FOR ELECTRIC LINES IN THE DOCUMENT RECORDED JULY 31, 1960 IN BOOK 13684 PAGE 1553 OF OFFICIAL RECORDS.

③ REFERS TO AN ASSESSMENT FOR MAINTAINING AND OPERATING WATER PIPELINES AND RIGHTS IN CENTRAL, THEREIN RECORDED FEBRUARY 17, 1961 IN BOOK 13660 PAGE 1115, OF OFFICIAL RECORDS.



















FOR RESIDENTIAL CONDOMINIUM PURPOSES

[illegible]

① EASEMENT TO THE CITY OF STAMFORD FOR STORM DRAIN PURPOSES  
② EASEMENT TO THE CITY OF STAMFORD FOR SEWER PURPOSES  
③ EASEMENT TO GOLDEN STATE WATER COMPANY FOR WATER PURPOSES  
④ EASEMENT TO THE CITY OF STAMFORD FOR FIRE AND EMERGENCY ACCESS

PROPOSED EASEMENT TO THE CITY OF STANTON FOR FIRE AND  
EMERGENCY ACCESS PURPOSES OVER ALL PRIVATE STREETS AND  
ALLEYS.

[illegible]

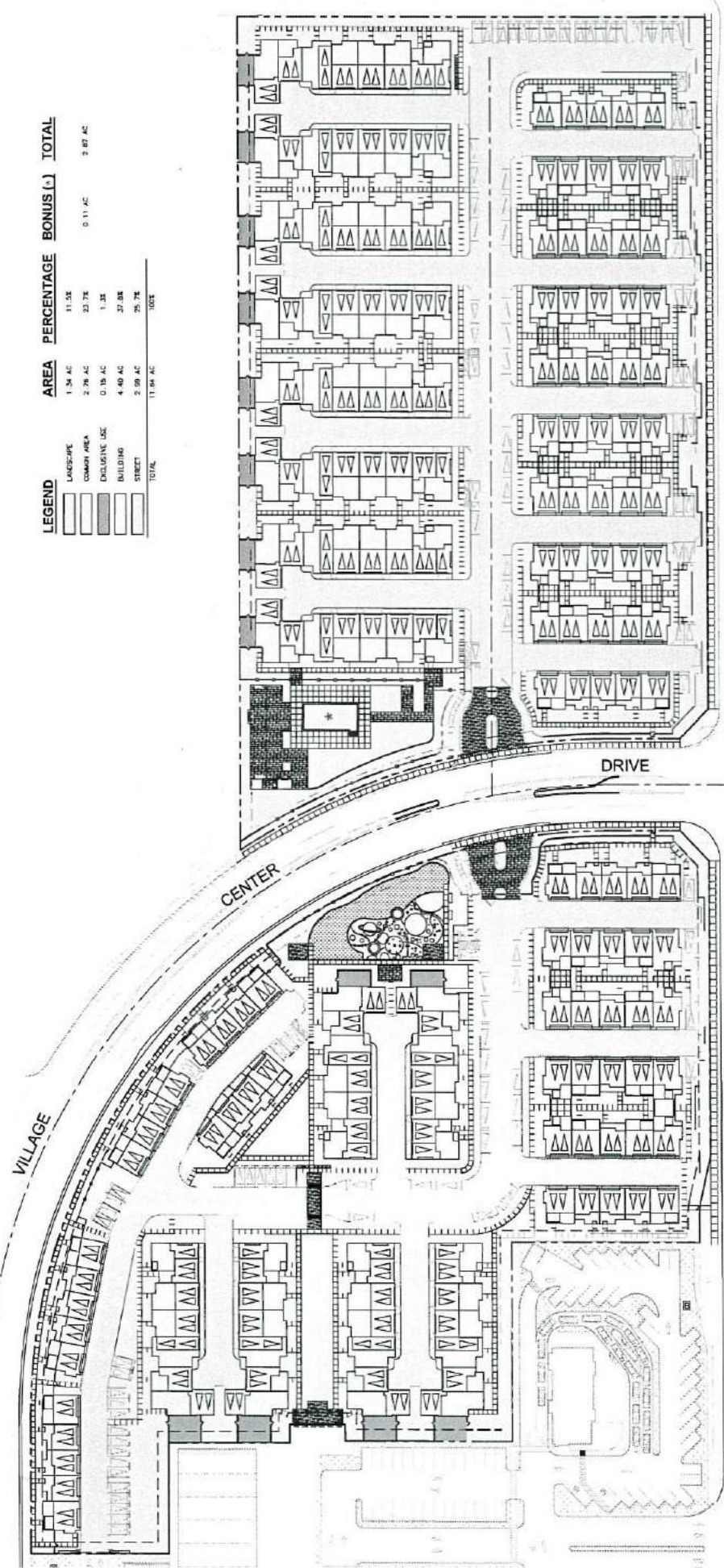
BEST MANAGEMENT PRACTICES  
 ELECTRICAL  
 GAS  
 STORM DRAIN  
 SANITARY SEWER  
 TELEPHONE  
 WATER



**PROACTIVE**

VILLAGE CENTER &  
VILLAGE CENTER NORTH  
RESIDENTIAL









# LEGEND

- 1 LINEAR PARK
- 2 PLAY PARK
- 3 PICNIC AREA
- 4 POOL PARK
- 5 SPINE STREET
- 6 GATED ENTRY
- 7 ALLEY COURT
- 8 MAIL BOX COURT
- 9 MODULAR WETLAND WATER QUALITY AREA

NOT A PART

BEACH BOULEVARD



SYMBOL	NAME	SCIENTIFIC NAME	COMMON NAME
1	LINEAR PARK	ACACIA FLORENS	ACACIA FLORENS
2	PLAY PARK	BAHIA VULGARIS	BAHIA VULGARIS
3	PICNIC AREA	CELESTIAL HILL	CELESTIAL HILL
4	POOL PARK	CELESTIAL HILL	CELESTIAL HILL

## EXISTING TREE LEGEND

SYMBOL	NAME	SCIENTIFIC NAME	COMMON NAME
1	LINEAR PARK	ACACIA FLORENS	ACACIA FLORENS
2	PLAY PARK	BAHIA VULGARIS	BAHIA VULGARIS
3	PICNIC AREA	CELESTIAL HILL	CELESTIAL HILL
4	POOL PARK	CELESTIAL HILL	CELESTIAL HILL

SYMBOL	NAME	SCIENTIFIC NAME	COMMON NAME
1	LINEAR PARK	ACACIA FLORENS	ACACIA FLORENS
2	PLAY PARK	BAHIA VULGARIS	BAHIA VULGARIS
3	PICNIC AREA	CELESTIAL HILL	CELESTIAL HILL
4	POOL PARK	CELESTIAL HILL	CELESTIAL HILL

## OVERALL LANDSCAPE PLAN L1.1

VILLAGE CENTER NORTH

STANTON, CALIFORNIA

05/04/2018

Brookfield Residential

R H A  
ROBERT HIDEY ARCHITECTS









- LEGEND**
- 1 COVERED SEATING/ DINING AREA
  - 2 POOL PARK
  - 3 SPINE STREET
  - 4 GATED ENTRY
  - 5 PASEO WALKWAY
  - 6 MAIL BOXES

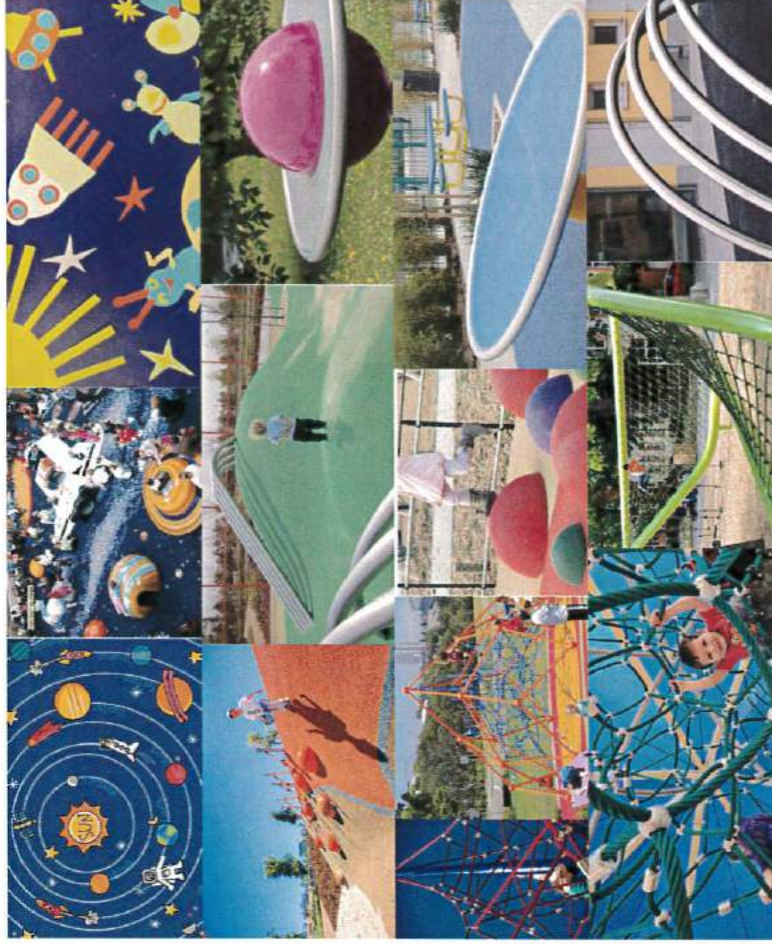
PROPOSED PLANT PALETTE			COMMON NAME
SYMBOL	ABB.	SCIENTIFIC NAME	
	-	AGAVE (LONG SPINE DART)	
	-	SHAWIA VIRESCENS	
	-	CASSIA LEPTOPHYLLA	
	-	FICUS MICROCARPA	
	-	LAURISTECARIA	
	-	LONG SPINE DART	
	-	CORYLIA	
	-	PINK BLOSSOM	
	-	PINK BLOSSOM	
	-	PINK BLOSSOM	
	-	PINK BLOSSOM	





# LEGEND

- |                                    |                             |
|------------------------------------|-----------------------------|
| 1 FAMILY BBQ / PICNIC AREA         | 8 SHADE SAIL                |
| 2 TURF PLAY AREA                   | 9 SPINE STREET              |
| 3 2-5 YEAR AGE GROUP PLAY AREA     | 10 ALLEY WITH GARAGE ACCESS |
| 4 5-12 YEAR AGE GROUP PLAY AREA    | 11 PASEO LANDSCAPE WALK     |
| 5 GATED ENTRY                      | 12 WATER WISE LANDSCAPE     |
| 6 ARRIVAL COURT                    | 13 OLIVE ACCENT TREES       |
| 7 BENCH                            | 14 GATED ENTRY              |
| 8 PARTY / PICNIC AREA WITH TRELLIS | 15 PERIMETER WALL / FENCE   |



VILLAGE CENTER NORTH

STANTON, CALIFORNIA  
05/04/2018

PRELIMINARY LANDSCAPE PLAN ENLARGEMENT L3.1

**Brookfield**  
Residential

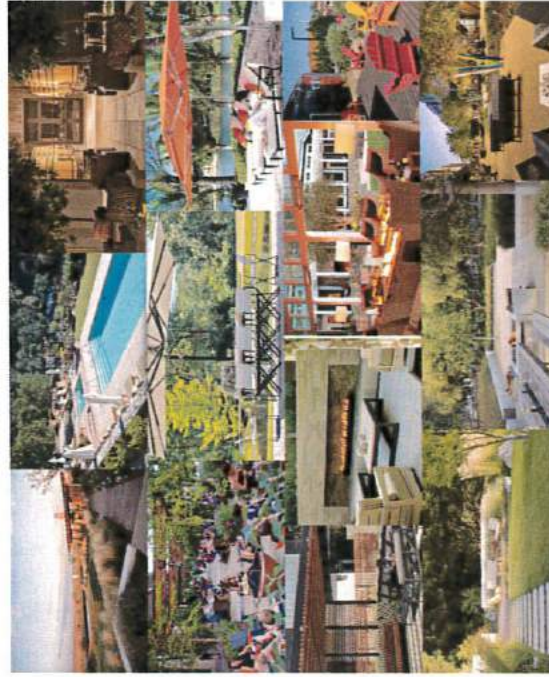
**R H A**  
ROBERT HIDEY ARCHITECTS





# LEGEND

- 1 ARRIVAL COURT
- 2 POOL 42' X 50'
- 3 CHESS
- 4 POOL FENCING/ PERIMETER WALL
- 5 CHAISE LOUNGE SEATING
- 6 OPEN TURF AREA
- 7 SYNTHETIC LAWN
- 8 LOUNGE CHAIRS
- 8 DINING AREA WITH UMBRELLAS
- 10 SECONDARY ACCESS GATE
- 11 GAME TABLES
- 12 BBQ
- 13 LARGE GROUP DINING
- 14 FIREPLACE AND CASUAL SEATING
- 15 SHOWER AND BUILT IN SEATING AREA
- 16 RESTROOM
- 17 PUMP ROOM
- 18 GAME COURT



VILLAGE CENTER NORTH

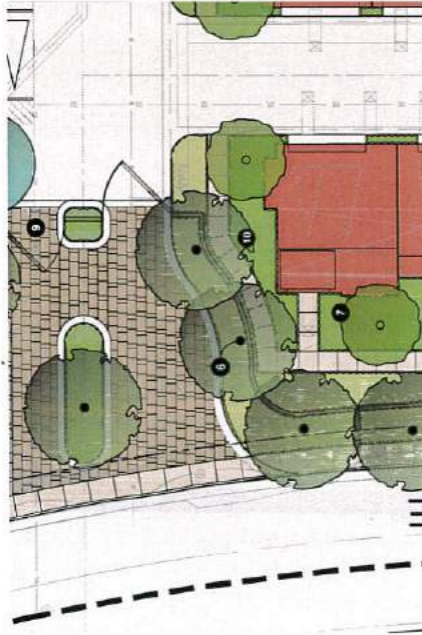
STANTON, CALIFORNIA  
05/04/2018

PRELIMINARY LANDSCAPE PLAN ENLARGEMENT L3.2

**Brookfield**  
Residential

**R H A**  
ROBERT HIDEY ARCHITECTS

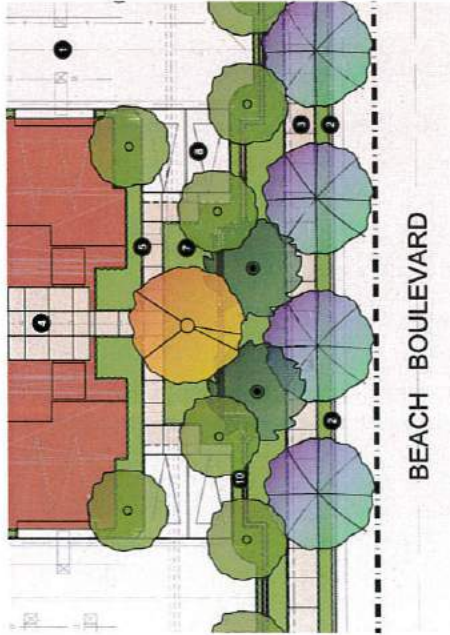




PLAN VIEW - ENTRY DRIVE

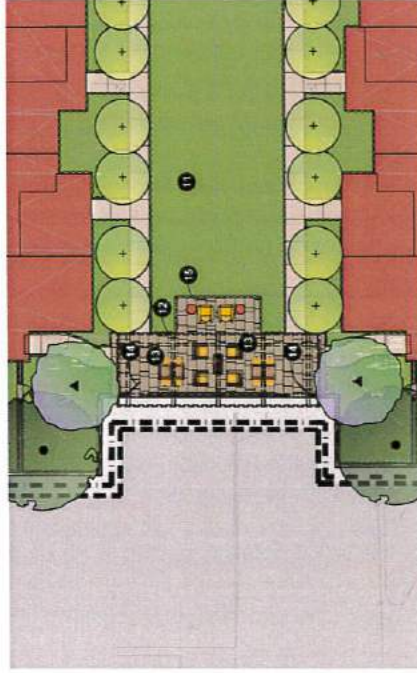


PLAN VIEW - WEST EDGE



BEACH BOULEVARD

PLAN VIEW - BEACH BLVD. EDGE



PLAN VIEW - RESIDENTIAL TO COMMERCIAL CONNECTION

LEGEND

- 1 ALLEY DRIVE
- 2 INSTALL THE BEACH BLVD LANDSCAPE
- 3 6' CURB SEPARATED WALK WITH 4" PARKWAY
- 4 ALLEY WAY ENHANCED PAVING
- 5 PASEO LANDSCAPE AND WALKWAY
- 6 OLIVE GROVE ENTRY TREES
- 7 WATER WISE LANDSCAPE ENHANCEMENT
- 8 PARKING
- 9 ENHANCED ENTRY PAVING AND GATES
- 10 COMMUNITY WALL
- 11 LINEAR PARK AREA
- 12 OVERHEAD TRELLIS SHADE STRUCTURE
- 13 SOFT SEATING AND TABLE SEATING
- 14 GATED CONNECTION BETWEEN RESIDENTIAL AND COMMERCIAL SITES.
- 15 DECORATIVE PAVERS



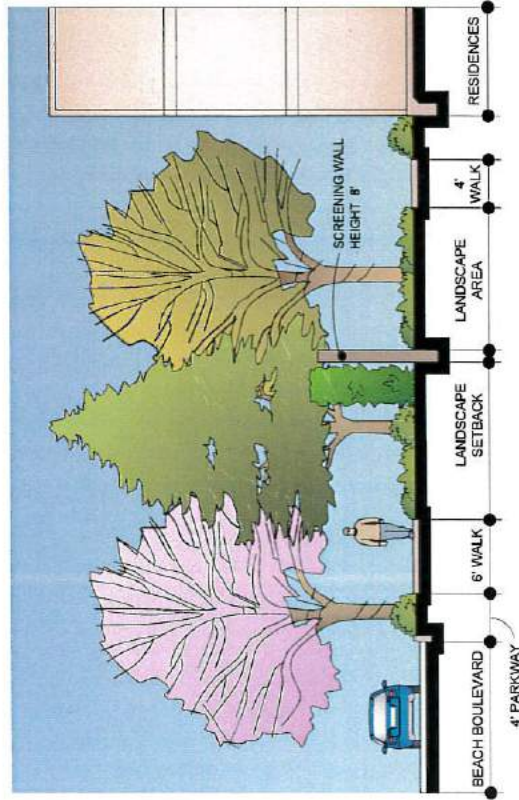
VILLAGE CENTER NORTH

STANTON, CALIFORNIA

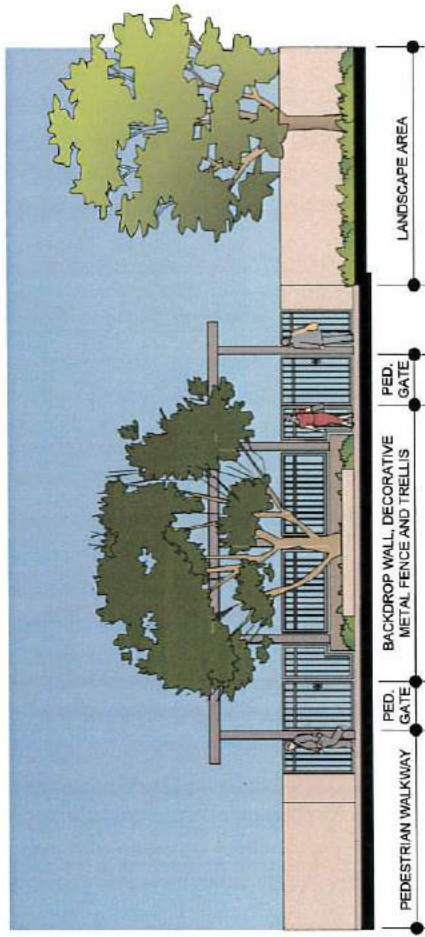
05/04/2018

PRELIMINARY LANDSCAPE PLAN ENLARGEMENT L3.3

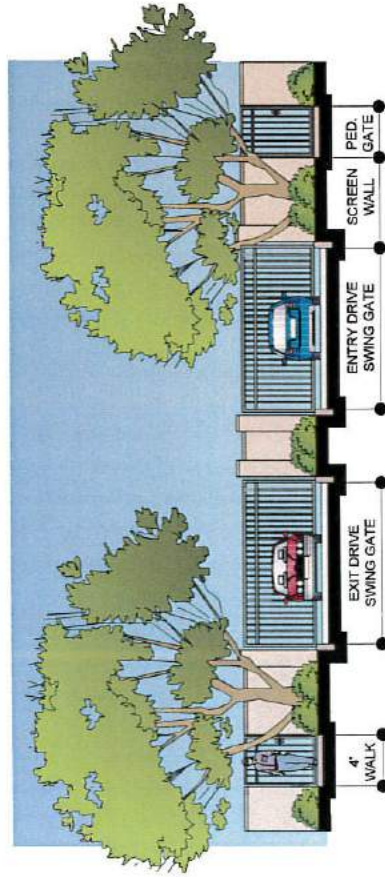




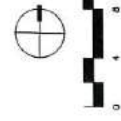
SECTION 'A' - BEACH BOULEVARD AT RESIDENCES



ELEVATION 'B' - RESIDENTIAL PEDESTRIAN ENTRY AT LINEAR PARK



ELEVATION 'C' - RESIDENCE ENTRY GATE



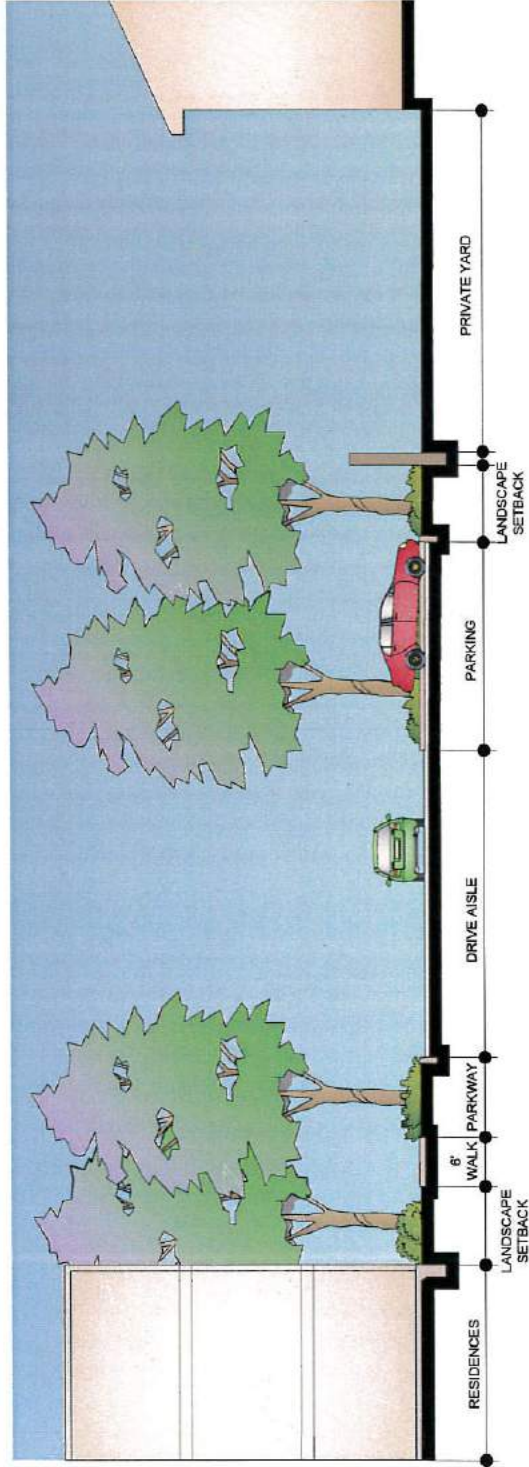
VILLAGE CENTER NORTH  
STANTON, CALIFORNIA

05/04/2018

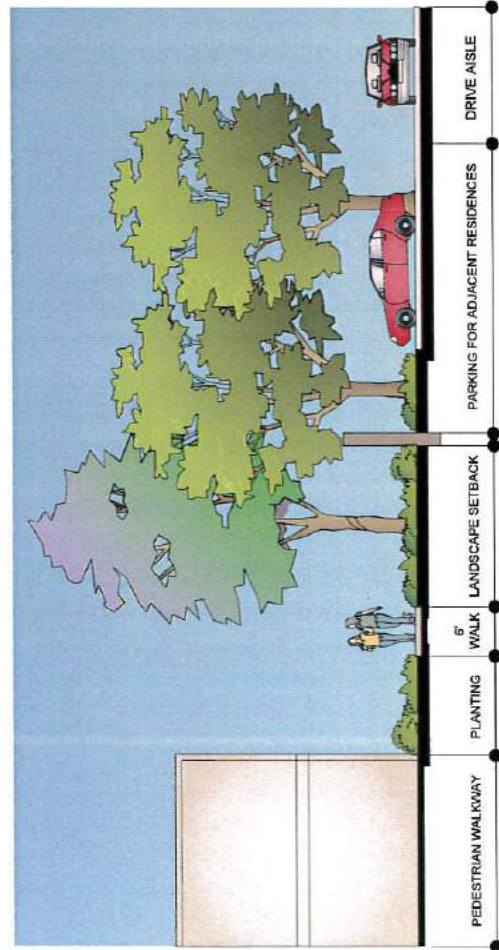
LANDSCAPE SECTIONS L4.1

**Brookfield**  
Residential

**R H A**  
ROBERT HIDEY ARCHITECTS



SECTION 'D' - NORTH EDGE OF RESIDENCES



SECTION 'E' - WEST EDGE OF RESIDENCES



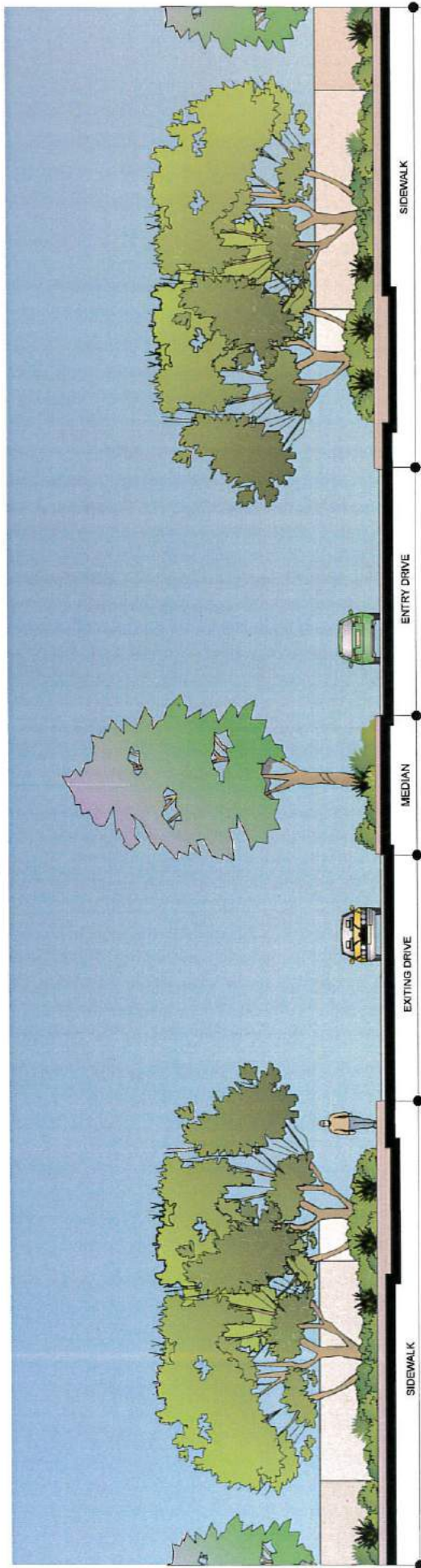
VILLAGE CENTER NORTH

STANTON, CALIFORNIA

05/04/2018

LANDSCAPE SECTIONS L4.2





ELEVATION 'F' - ENTRY DRIVE AT BEACH BLVD AND VILLAGE CENTER DRIVE



LANDSCAPE SECTIONS L4.3

VILLAGE CENTER NORTH

STANTON, CALIFORNIA  
05/04/2018

**Brookfield**  
Residential

**R H A**  
ROBERT HIDEY ARCHITECTS RIA





VILLAGE CENTER DRIVE

NOT A PART

(16 BOXES)

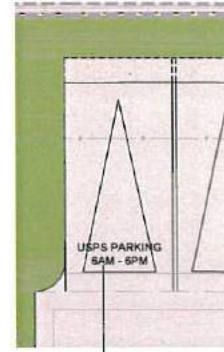
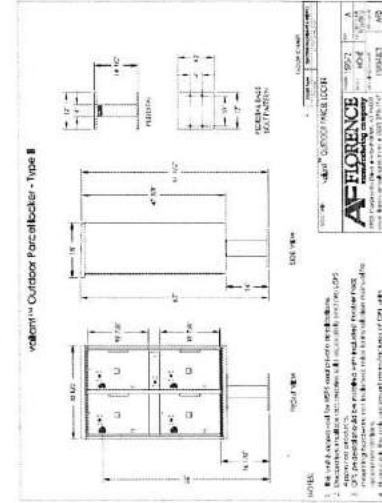
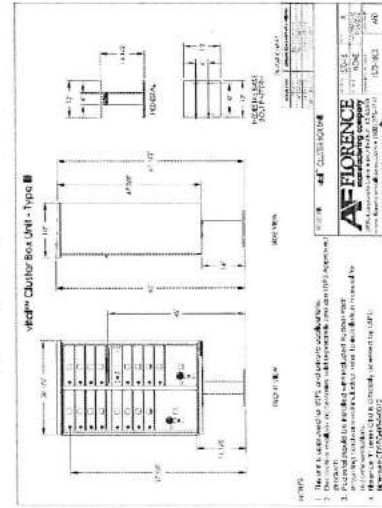
(4 BOXES)

BEACH BOULEVARD

VILLAGE CENTER DRIVE

LOCATION #1  
(8) 19'x21' CLUSTER MAIL BOXES &  
(1) 41'x11' LARGE PARCEL BOX

LOCATION #2  
(8) 19'x21' CLUSTER MAIL BOXES &  
(1) 41'x11' LARGE PARCEL BOX



TYPICAL USPS PARKING DETAIL - SIDE ELEVATION



# RESIDENTIAL AREA MAIL BOX PLAN L6.1

VILLAGE CENTER NORTH

STANTON, CALIFORNIA

05/04/2018

**Brookfield**  
Residential

**R H A**  
ROBERT HIDEY ARCHITECTS





# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: CITYWIDE USER FEES AND CHARGES STUDY**

### **REPORT IN BRIEF:**

The Administrative Services Department has prepared a citywide user fee study to update all city fees to provide cost recovery.

### **RECOMMENDED ACTION:**

1. City Council find 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. Hold a public hearing for comment and discussion regarding the adoption of the revision to the fees and charges for City services; and
3. Adopt Resolution No. 2018-19 approving the Revision to the Fees and Charges for City Services, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REVISING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES".**

### **BACKGROUND:**

The Administrative Services Department prepared a citywide user fee study to update the City's fees for services. This is typically completed on an annual basis to ensure that fees and charges cover the cost to provide the service. Other fees, adopted by separate ordinances or resolutions, are also included to produce an inclusive schedule of fees and charges.

## ANALYSIS/JUSTIFICATION:

User fees and charges are considered "beneficiary charges" which are defined as payments made by consumers in direct exchange for government services received. User fees and charges are payments for publicly provided services that benefit individuals and exhibit "public good" characteristics. They include fees such as recreational fees, building permit fees and engineering fees.

The California Constitution allows municipalities to recover the "costs reasonably borne" for all services provided to the community. The fee schedule as recommended for both existing and proposed new user fees were calculated utilizing the incremental price method. This method is based on the additional amount of time it takes to process one fee for service. Tasks and time are identified for processing each fee. In no instance does a user fee suggested for FY 18/19 exceed the total cost of providing specific services.

The process utilized by staff in the evaluation and determination of suggested fees and adjustments to existing user fees and new user fees included the following:

- Services and activities appropriate for the user fee structure were identified.
- Cost data was collected for all existing and user fees under consideration in the user fee schedule utilizing current salary and fringe benefit rates.
- Each service was reviewed for possible streamlining so that the cost to provide each service could be reduced to the lowest level possible.

The table below identifies the number of fees in each department, the number of fees that will decrease, remain the same and increase. The average increase by department is also provided.

<u>Department</u>	<u>Number of fees</u>	<u>Decrease</u>	<u>Same</u>	<u>Increase</u>	<u>Average</u>
Administrative Svcs.	14	0	7	6	11%
Community Dev.	82	5	18	59	20%
Public Safety	7	0	5	2	2%
Building & Safety	1,158	811	169	178	0%
Community Svcs.	47	10	34	3	-3%
Public Works	14	2	3	10	13%

The Administrative Services Department did not add any new fees during this analysis. Seven of the department fees remained the same (including Business Licensing Application Reviews and Renewals Online and In-Person, Copying & Printing, and Returned Checks). No fees decreased. All other existing fees gradually increased along with fully burdened costs.

The Building & Safety Department did not add any new fees during this analysis. Existing fees gradually increased along with fully burdened costs.

The most significant changes have been in the Community Development Department. Many fees increased due to an increase of employee fully burdened costs. A number of fees increased by more than 10% as the time allocated to perform most services was revised upward from previous estimates. The only fee that increased over 100% was the Massage Establishment User Fee, which had previously significantly underestimated the time needed to perform the service. The Microfilming of Building Plans/Permits has been renamed Scanning of Building Plans/Permits, and the recovery has been increased from 50% to 100% in consideration of vendor costs. There were no new fees added during this analysis.

Fees such as Vehicle Abatement and Abandonment, Parking Scofflaws/Auto Release Charge, Garage Sale and Inspection, Nuisance Abatement, and Fireworks Stand Permit Fees have been allocated from the Community Development Department to the Public Safety Department, which was newly created last year. There were no new fees added during this analysis.

The Community Services Department did not add any new fees during this analysis. Most fees are generally staying the same; however, the Stanton Central Park Multi-Purpose Room fees have decreased significantly, due to a recalculation of the hourly center rate. The Dotson and Stanton Park Picnic Shelter fees have increased due to a reallocation of time required for those services.

The Public Works Department did not add any new fees during this analysis. Three of the fees have remained the same and two have decreased. All other fees have increased due to reallocation of time used for the services as well as employee fully burdened costs. The Public Improvement Plan Review/Check, Offsite Public Improvement Permit, Hazardous Material Cleanup, Final Parcel and Tract Map Check, Encroachment Improvement Inspection, and Traffic/Curb Marking Service fees have increased due to the increase in the hourly rate for the contracted Civil Engineer.

#### **FISCAL IMPACT:**

The updated Citywide User Fees and Charges anticipates a \$82,546 increase in revenue that recovers the cost by City employees for services rendered. The table below identifies the increase/decrease in revenue generated by the adoption of the fee schedule as presented.

<u>Department</u>	<u>Estimated Increase/ (Decrease) in Revenue</u>
Administration	190
Community Development	84,590
Public Safety	237
Building and Safety	(437)
Parks and Recreation	(10,691)
Public Works	<u>8,657</u>
<b>Total</b>	<b><u>\$82,546</u></b>

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

Reviewed and approved.

**PUBLIC NOTIFICATION:**

Through publication and posting of public hearing notices and the normal agenda process.

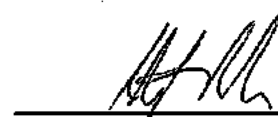
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Government

Prepared by:


  
 Lauren Yoon  
 Business License Specialist

Reviewed by:

  
 Stephen M. Parker, CPA  
 Assistant City Manager



Approved by:

  
James A. Box  
City Manager

**Attachments:**

- A. Resolution No. 2018-19 approving the Revision to the Fees and Charges for City Services.
- B. Citywide User Fees and Charges Schedule and Definitions

**RESOLUTION NO. 2018-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REVISING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES**

**WHEREAS**, the City of Stanton has conducted an analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

**WHEREAS**, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and

**WHEREAS**, the City has established a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature; such that general taxes are not diverted from general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

**WHEREAS**, pursuant to those various sections of the California Government Code which require that specific fees to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

**WHEREAS**, on June 12, 2018, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the adoption of the fees in this Resolution; and

**WHEREAS**, a schedule of fees and charges to be paid by those requesting such special services needs be adopted so that the City might carry into effect its policies; and

**WHEREAS**, it is the intention of the City Council to develop a revised schedule of fees and charges based on the City's budgeted and projected costs reasonably borne for the Fiscal Year beginning July 1, 2018; and

**WHEREAS**, pursuant to the applicable provisions of State Law a general explanation of the schedule of fees and charges contained in this Resolution has been published as required; and

**WHEREAS**, all legal prerequisites have occurred prior to the adoption of this resolution.

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

**SECTION 1.** The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

**SECTION 2.** The schedule of fees and charges, as listed in Attachment A are hereby directed to be computed by and applied by the various City departments, and to be collected by the Administrative Services Department for the herein listed special services when provided by the City or its designated contractors.

**SECTION 3.** All fees set by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit of measurement basis, the fee is for each identified unit or portion thereof within the indicted ranges of such units.

Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due, and where such charge or refund is ten dollars (\$10.00) or less, a charge or refund is hereby waived.

**SECTION 4.** This Resolution may be interpreted by the several City department heads in consultation with the City Manager and, should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.

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

**SECTION 6.** All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

**SECTION 7.** This Resolution shall go into full force and effect immediately, but the individual fees shall become effective as provided by the applicable provisions of State Law.

**SECTION 8.** The City Clerk shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, 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. 2018-19 has been duly signed by the Mayor Pro Tem and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on June 12, 2018, 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  
USER FEE STUDY  
OVERHEAD RATES JULY 1, 2018**

Attachment B

<u>Department/Division</u>	<u>Direct</u>	<u>Direct</u>	<u>Indirect</u>	<u>Indirect</u>	<u>Total</u>	<u>Division OH Rate</u>
City Council	53,568	54,276	72,631	91,917	146,192	62.87%
City Attorney	303,527	307,537	-	-	307,537	0.00%
City Clerk	93,457	94,692	58,198	73,651	168,343	43.75%
Personnel	71,991	72,942	18,547	23,472	96,414	24.34%
City Manager	315,751	319,922	9,025	11,421	331,344	3.45%
Administrative Svs	653,304	661,935	25,285	31,999	693,934	4.61%
Law Enforcement	9,876,678	10,007,160	188,630	238,717	10,245,877	2.33%
Fire	4,102,553	4,156,752	5,205	6,587	4,163,340	0.16%
Public Safety	391,520	396,692	126,793	160,460	557,153	28.80%
Public Works	378,304	383,302	625,675	791,809	1,175,111	67.38%
Community Development	529,437	536,431	50,068	63,362	599,794	10.56%
Parks and Recreation	601,226	609,169	316,335	400,331	1,009,500	39.66%
Citywide Overhead	17,371,316	17,600,811	1,496,392	1,893,726	19,494,537	9.71%

**CITY OF STANTON  
FEES AND CHARGES  
ADMINISTRATIVE FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description	% Of Recovery	No. of Units Performed	Current Fee	Fully Burdened Cost	Fee	Comments
New/Moved Business License Appl Review	100%	500	110	110	110	
New/Moved Business License Appl Review - Online	100%	100	80	80	80	
Business Tax Renewal Processing	100%	1,900	60	80	60	
Business Tax Renewal Processing - Online	100%	500	50	50	50	
Returned Checks (NSF) Processing*	45%	50	25/35	55	25/35	CA Civil Code Section 1719
Document Printing & Copying	5%	3,000	0.10	2	0.10	Per page
Electronic Media Copy Processing (per CD)	100%	2	15	20	20	
Council Agenda/Minute Mailing Service	100%	1	110	140	140	
Initiative Petition Processing Fee <sup>A</sup>	29%	1	200	695	200	CA Elections Code Section 9202(b)
Document Certification	100%	10	15	20	20	Per page
Municipal Code Subscription Service	100%	1	110	140	140	+ Direct Costs of Code Book or supplements and postage
<b>Special License Permit Fees:</b>						
Film Permit Fee	100%	1	350	385	385	
Film Location Fee	100%	1	350	385	385	Per day
Film-Additional Fees	100%	1	n/a	385	n/a	Reimbursement for all costs in excess of Film Permit Fee and Location Fee for activities conducted under Film Permit Fee

\*Civil Code Section 1719 allows for a \$25 charge for the first returned check and \$35 for subsequent returned checks

<sup>A</sup>CA Elections Code Section 9202(b) caps fees at \$200. If the election official certifies the sufficiency of the petition, the fee is to be refunded.

**CITY OF STANTON  
FEES AND CHARGES  
COMMUNITY DEVELOPMENT FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description	% Of Recovery	Current Fee	Fully Burdened Cost	Fee	Comments
Planning Commission Agenda/Minute Mailing Service	50%	65	120	60	Plus postage
Preliminary Plan Review	100%	1,510	1,875	1,875	
Tentative Parcel Map Review	100%	1,985	2,500	2,500	
Tentative Tract Map Review	100%	2,985	3,730	3,730	
Lot Line Adjustment Review	100%	1,240	1,535	1,535	
Site Plan Amendment - Minor	100%	610	820	820	
Development Agreement (DA) Review	100%	5,285	7,440	7,440	Deposit/FBHR
Conditional Use Permit	100%	2,290	2,485	2,485	
Conditional Use Permit Amendment	100%	910	1,080	1,080	
Precise Plan of Development	100%	2,685	3,070	3,070	
Minor Precise Plan of Design (Adm)	100%	1,050	1,050	1,050	
Minor Precise Plan of Design (Rm+)	100%	625	785	785	
Provisional User Permit	100%	1,590	1,720	1,720	
Special Events Permit Review	100%	105	180	180	
Tenant Improvement Plan Review	100%	95	90	90	
Room Additions/Patios	100%	55	160	160	
Fencing Permit	100%	30	35	35	
Temporary Use Review	100%	225	250	250	
Variance Review by Planning Commission	100%	2,080	2,450	2,450	
Relocation Review & Inspection	100%	1,255	1,420	1,420	
Zone Change Review	100%	2,415	2,645	2,645	
General Plan Maintenance Surcharge	100%	70	105	105	Surcharge
General Plan Amendment Review	100%	3,330	4,000	4,000	
Land Use Determination	100%	320	365	365	
Zoning Code Amendment Review	100%	3,090	3,595	3,595	
Condominium Conversion Review	100%	4,425	4,765	4,765	
Annexation Processing	100%	14,400	16,050	16,050	Deposit/FBHR
Zoning Confirmation Letter	100%	290	285	285	
Environmental - Categorical Exempt Notice	100%	40	75	75	
Environmental - Negative Declaration - Staff Preparation	100%	1,525	2,030	2,030	
Environmental Impact Report Staff Review	100%	3,975	4,505	4,505	
Fish & Game Fee Admin (\$50 to County)	100%	60	75	75	
Mitigated Negative Declaration Preparation	100%	-	-	-	Consultant costs
Mitigated Negative Declaration Staff Review	100%	2,435	2,750	2,750	
Mitigation Monitoring - Construction	100%	1,770	1,925	1,925	Deposit/FBHR - Inspections hourly
Mitigation Monitoring - Annual Maintenance	100%	590	630	630	Deposit/FBHR - Inspections hourly
Processing of Appeal to Planning Commission	100%	1,135	1,210	1,210	\$0 if Appeal Granted
Processing Appeal to City Council	100%	1,565	2,185	2,185	\$0 if Appeal Granted
Landscape Review Fee	100%	400	400	400	
Landscape Plan Check	100%	330	325	325	
Landscape Inspection	100%	210	220	220	
Home Occupation Permit	100%	75	75	75	
Home Occupation Use Permit	100%	160	185	185	
Temporary Sign Review & Inspection	100%	120	155	155	Deposit/FBHR
Sign Program Review	100%	390	455	455	
Sign Permit	100%	150	160	160	
Sign Face Change Fee	100%	55	50	50	
Special License - Adult Entertainment	100%	1,085	1,160	1,160	
Banner Permit	100%	25	60	60	
Annual Advertising Permit	100%	25	60	60	
Special Event Permit Amendment	100%	25	60	60	
Change of Address	100%	65	90	90	
Time Extension Review	100%	410	490	490	
Building Demolition Review & Inspection	100%	230	260	260	
Final Parcel Map Check	100%	2,815	2,840	2,840	
Final Tract Map Check	100%	4,700	4,930	4,930	
Building Board of Appeal	100%	725	855	855	
Building Plan Review	100%	105	115	115	Plus Deposit for Plan check
Building Plan Revision Review	100%	70	75	75	FBHR + Direct Costs

**CITY OF STANTON  
FEES AND CHARGES  
COMMUNITY DEVELOPMENT FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description	% Of Recovery	Current Fee	Fully Burdened Cost	Fee	Comments
Building Inspection - Permit Issuance	100%	65	70	70	Permit Issuance
Plan Check Extension	100%	45	50	50	
Building Permit Extension	100%	45	50	50	
Special Inspection/Re-inspection	100%	45	50	50	+ Direct Costs
Miscellaneous Plan Check Review	100%	20	20	20	
Investigation for Compliance	100%	50	55	55	
Temporary Certificate of Occupancy	100%	285	340	340	
Scanning of Building Plans/Permits	100%	1	3	2	Per Sheet
Adult-Oriented Live Entertainer	76%	43	56	43	vendor & DOJ background check
Adult-Oriented Live Entertainer Renewal	65%	21	33	21	If required due to changed
General Plan Map Amendment	100%	-	-	-	Consultant costs
Zoning Map Amendment	100%	-	-	-	Consultant costs
Specific Plan Amendment	100%	-	-	-	Consultant costs
Minor Conditional Use Permit	100%	1,220	1,315	1,315	
Interpretation or Similar Use Determination	100%	305	310	310	
Reasonable Accommodations	100%	150	150	150	
Minor Variances	100%	535	540	540	
Zoning Clearance	100%	250	260	260	
Deposit - City Attorney Review	100%	1,000	-	1,000	At fully burdened hourly rates
Determination of Public Convenience or Necessity	100%	150	150	150	
Amendments to Approved Projects	100%	770	780	780	
Massage Establishment Amortization Fee	100%	2055	2,390	2,390	
Massage Establishment User Fee	100%	435	1,525	1,525	



**CITY OF STANTON  
FEES AND CHARGES  
PUBLIC SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

<b>Fee Description</b>	<b>% Of Recovery</b>	<b>Current Fee</b>	<b>Fully Burdened Cost</b>	<b>Fee</b>	<b>Comments</b>
Vehicle Abatement	100%	190	190	190	
Vehicle Abandonment	100%	190	190	190	
Parking Scofflaws/Auto Release Charge	100%	190	190	190	citations
Garage Sale and Inspection	100%	10	10	10	
Nuisance Abatement	100%	1,795	2,010	2,010	
Administrative Hearing	100%	145	145	145	
Fireworks Stand Permit	13%	288.75	2,335	292	

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Agricultural Building</b>					
IA IB 0-1,000	100%	1,835	1,830	1,830	
1A 1B 1,001-5,000	100%	3,695	3,665	3,665	229
IA IB 5,001-10,000	100%	5,295	5,270	5,270	181
IA IB 10,001-20,000	100%	8,385	8,320	8,320	153
IA IB 20,001-50,000	100%	11,425	11,345	11,345	45
IA IB 50,000 - 100,000	100%	15,740	15,605	15,605	43
IIA IIIA VA 0-1,000	100%	1,835	1,830	1,830	
IIA IIIA VA 1,001-5,000	100%	3,695	3,665	3,665	229
IIA IIIA VA 5,001-10,000	100%	5,295	5,270	5,270	181
IIA IIIA VA 10,001-20,000	100%	8,385	8,320	8,320	153
IIA IIIA VA 20,001-50,000	100%	11,425	11,345	11,345	45
IIA IIIA VA 50,001 - 100,000	100%	15,740	15,605	15,605	43
IIB IIIB VB 0-1,000	100%	1,835	1,830	1,830	
IIB IIIB VB 1,001-5,000	100%	3,695	3,665	3,665	229
IIB IIIB VB 5001-10,000	100%	5,295	5,270	5,270	181
IIB IIIB VB 10,001-20,000	100%	8,385	8,320	8,320	153
IIB IIIB VB 20,001-50,000	100%	11,425	11,345	11,345	45
IIB IIIB VB 50,001-100,000	100%	15,740	15,605	15,605	43
<b>Apartment Buildings</b>					
IA IB 0-1,000	100%	3,035	3,035	3,035	
1A 1B 1,001-5,000	100%	6,300	6,295	6,295	408
IA IB 5,001-10,000	100%	9,490	9,485	9,485	319
IA IB 10,001-20,000	100%	15,310	15,275	15,275	290
IA IB 20,001-50,000	100%	18,715	18,660	18,660	56
IA IB 50,000 - 100,000	100%	26,010	25,885	25,885	72
IIA IIIA VA 0-1,000	100%	3,035	3,035	3,035	
IIA IIIA VA 1,001-5,000	100%	6,300	6,295	6,295	408
IIA IIIA VA 5,001-10,000	100%	9,490	9,485	9,485	319
IIA IIIA VA 10,001-20,000	100%	15,310	15,275	15,275	290
IIA IIIA VA 20,001-50,000	100%	18,715	18,660	18,660	56
IIA IIIA VA 50,001 - 100,000	100%	26,010	25,885	25,885	72
IIB IIIB VB 0-1,000	100%	2,765	2,770	2,770	
IIB IIIB VB 1,001-5,000	100%	5,435	5,445	5,445	334
IIB IIIB VB 5001-10,000	100%	8,440	8,415	8,415	297
IIB IIIB VB 10,001-20,000	100%	13,390	13,340	13,340	246
IIB IIIB VB 20,001-50,000	100%	18,375	18,265	18,265	73
IIB IIIB VB 50,001-100,000	100%	25,510	25,350	25,350	71
<b>Auditorium</b>					
IA IB 0-1,000	100%	3,005	3,005	3,005	
1A 1B 1,001-5,000	100%	6,240	6,240	6,240	404
IA IB 5,001-10,000	100%	9,410	9,410	9,410	317
IA IB 10,001-20,000	100%	15,175	15,140	15,140	287
IA IB 20,001-50,000	100%	18,530	18,475	18,475	56
IA IB 50,000 - 100,000	100%	25,755	25,635	25,635	72
IIA IIIA VA 0-1,000	100%	3,005	3,005	3,005	
IIA IIIA VA 1,001-5,000	100%	6,240	6,240	6,240	404
IIA IIIA VA 5,001-10,000	100%	9,410	9,410	9,410	317
IIA IIIA VA 10,001-20,000	100%	15,175	15,140	15,140	287
IIA IIIA VA 20,001-50,000	100%	18,530	18,475	18,475	56
IIA IIIA VA 50,001 - 100,000	100%	25,755	25,635	25,635	72
IIB IIIB VB 0-1,000	100%	2,745	2,745	2,745	
IIB IIIB VB 1,001-5,000	100%	5,390	5,395	5,395	331
IIB IIIB VB 5001-10,000	100%	8,370	8,345	8,345	295
IIB IIIB VB 10,001-20,000	100%	13,280	13,230	13,230	244
IIB IIIB VB 20,001-50,000	100%	18,200	18,095	18,095	81
IIB IIIB VB 50,001-100,000	100%	25,275	25,120	25,120	70

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Bakery Building</b>					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63
<b>Banks</b>					
IA IB 0-1,000	100%	2,515	2,520	2,520	
1A 1B 1,001-5,000	100%	4,795	4,815	4,815	287
IA IB 5,001-10,000	100%	7,650	7,630	7,630	282
IA IB 10,001-20,000	100%	11,970	11,935	11,935	215
IA IB 20,001-50,000	100%	16,400	16,310	16,310	73
IA IB 50,000 - 100,000	100%	22,650	22,525	22,525	62
IIA IIIA VA 0-1,000	100%	2,515	2,520	2,520	
IIA IIIA VA 1,001-5,000	100%	4,795	4,815	4,815	287
IIA IIIA VA 5,001-10,000	100%	7,650	7,630	7,630	282
IIA IIIA VA 10,001-20,000	100%	11,970	11,935	11,935	215
IIA IIIA VA 20,001-50,000	100%	16,400	16,310	16,310	73
IIA IIIA VA 50,001 - 100,000	100%	22,650	22,525	22,525	62
IIB IIIB VB 0-1,000	100%	2,515	2,520	2,520	
IIB IIIB VB 1,001-5,000	100%	4,795	4,815	4,815	287
IIB IIIB VB 5001-10,000	100%	7,650	7,630	7,630	282
IIB IIIB VB 10,001-20,000	100%	11,970	11,935	11,935	215
IIB IIIB VB 20,001-50,000	100%	16,400	16,310	16,310	73
IIB IIIB VB 50,001-100,000	100%	22,650	22,525	22,525	62
<b>Bank - Shell</b>					
IA IB 0-1,000	100%	1,835	1,830	1,830	
1A 1B 1,001-5,000	100%	3,695	3,665	3,665	229
IA IB 5,001-10,000	100%	5,295	5,270	5,270	161
IA IB 10,001-20,000	100%	8,385	8,320	8,320	153
IA IB 20,001-50,000	100%	11,425	11,345	11,345	50
IA IB 50,000 - 100,000	100%	15,740	15,605	15,605	43
IIA IIIA VA 0-1,000	100%	1,835	1,830	1,830	
IIA IIIA VA 1,001-5,000	100%	3,695	3,665	3,665	229
IIA IIIA VA 5,001-10,000	100%	5,295	5,270	5,270	161
IIA IIIA VA 10,001-20,000	100%	8,385	8,320	8,320	153
IIA IIIA VA 20,001-50,000	100%	11,425	11,345	11,345	50
IIA IIIA VA 50,001 - 100,000	100%	15,740	15,605	15,605	43
IIB IIIB VB 0-1,000	100%	1,835	1,830	1,830	
IIB IIIB VB 1,001-5,000	100%	3,695	3,665	3,665	229
IIB IIIB VB 5001-10,000	100%	5,295	5,270	5,270	161
IIB IIIB VB 10,001-20,000	100%	8,385	8,320	8,320	153
IIB IIIB VB 20,001-50,000	100%	11,425	11,345	11,345	50
IIB IIIB VB 50,001-100,000	100%	15,740	15,605	15,605	43

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Bowling Alley</b>					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63
<b>Car Wash</b>					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63
<b>Church</b>					
IA IB 0-1,000	100%	3,105	3,105	3,105	
1A 1B 1,001-5,000	100%	5,750	5,750	5,750	331
IA IB 5,001-10,000	100%	8,865	8,830	8,830	308
IA IB 10,001-20,000	100%	14,000	13,945	13,945	256
IA IB 20,001-50,000	100%	18,925	18,805	18,805	81
IA IB 50,000 - 100,000	100%	25,995	25,830	25,830	70
IIA IIIA VA 0-1,000	100%	2,745	2,745	2,745	
IIA IIIA VA 1,001-5,000	100%	5,390	5,395	5,395	331
IIA IIIA VA 5,001-10,000	100%	8,370	8,345	8,345	295
IIA IIIA VA 10,001-20,000	100%	13,280	13,230	13,230	244
IIA IIIA VA 20,001-50,000	100%	18,200	18,095	18,095	81
IIA IIIA VA 50,000 - 100,000	100%	25,275	25,120	25,120	70
IIB IIIB VB 0-1,000	100%	2,745	2,745	2,745	
IIB IIIB VB 1,001-5,000	100%	5,390	5,395	5,395	331
IIB IIIB VB 5001-10,000	100%	8,370	8,345	8,345	295
IIB IIIB VB 10,001-20,000	100%	13,280	13,230	13,230	244
IIB IIIB VB 20,001-50,000	100%	18,200	18,095	18,095	81
IIB IIIB VB 50,001-100,000	100%	25,275	25,120	25,120	70

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Convalescent Hospital</b>					
IA IB 0-1,000	100%	3,035	3,035	3,035	
1A 1B 1,001-5,000	100%	6,300	6,295	6,295	408
IA IB 5,001-10,000	100%	9,450	9,455	9,455	316
IA IB 10,001-20,000	100%	15,310	15,275	15,275	291
IA IB 20,001-50,000	100%	18,685	18,630	18,630	56
IA IB 50,000 - 100,000	100%	26,010	25,885	25,885	73
IIA IIIA VA 0-1,000	100%	3,035	3,035	3,035	
IIA IIIA VA 1,001-5,000	100%	6,300	6,295	6,295	408
IIA IIIA VA 5,001-10,000	100%	9,490	9,485	9,485	319
IIA IIIA VA 10,001-20,000	100%	15,310	15,275	15,275	290
IIA IIIA VA 20,001-50,000	100%	18,715	18,660	18,660	56
IIA IIIA VA 50,001 - 100,000	100%	26,010	25,885	25,885	72
IIB IIIB VB 0-1,000	100%	2,765	2,770	2,770	
IIB IIIB VB 1,001-5,000	100%	5,435	5,445	5,445	334
IIB IIIB VB 5001-10,000	100%	8,475	8,445	8,445	300
IIB IIIB VB 10,001-20,000	100%	13,390	13,340	13,340	245
IIB IIIB VB 20,001-50,000	100%	18,410	18,295	18,295	83
IIB IIIB VB 50,001-100,000	100%	25,510	25,350	25,350	71
<b>Daycare</b>					
IA IB 0-1,000	100%	2,515	2,520	2,520	
1A 1B 1,001-5,000	100%	4,795	4,815	4,815	287
IA IB 5,001-10,000	100%	7,650	7,630	7,630	282
IA IB 10,001-20,000	100%	11,970	11,935	11,935	215
IA IB 20,001-50,000	100%	16,400	16,310	16,310	73
IA IB 50,000 - 100,000	100%	22,650	22,525	22,525	62
IIA IIIA VA 0-1,000	100%	2,515	2,520	2,520	
IIA IIIA VA 1,001-5,000	100%	4,795	4,815	4,815	287
IIA IIIA VA 5,001-10,000	100%	7,650	7,630	7,630	282
IIA IIIA VA 10,001-20,000	100%	11,970	11,935	11,935	215
IIA IIIA VA 20,001-50,000	100%	16,400	16,310	16,310	73
IIA IIIA VA 50,001 - 100,000	100%	22,650	22,525	22,525	62
IIB IIIB VB 0-1,000	100%	2,515	2,520	2,520	
IIB IIIB VB 1,001-5,000	100%	4,795	4,815	4,815	287
IIB IIIB VB 5001-10,000	100%	7,650	7,630	7,630	282
IIB IIIB VB 10,001-20,000	100%	11,970	11,935	11,935	215
IIB IIIB VB 20,001-50,000	100%	16,400	16,310	16,310	73
IIB IIIB VB 50,001-100,000	100%	22,650	22,525	22,525	62
<b>Department Stores</b>					
IA IB 0-1,000	100%	2,075	2,090	2,090	
1A 1B 1,001-5,000	100%	4,530	4,510	4,510	303
IA IB 5,001-10,000	100%	6,405	6,380	6,380	187
IA IB 10,001-20,000	100%	10,540	10,470	10,470	205
IA IB 20,001-50,000	100%	14,450	14,350	14,350	65
IA IB 50,000 - 100,000	100%	19,760	19,595	19,595	52
IIA IIIA VA 0-1,000	100%	2,075	2,090	2,090	
IIA IIIA VA 1,001-5,000	100%	4,530	4,510	4,510	303
IIA IIIA VA 5,001-10,000	100%	6,405	6,380	6,380	187
IIA IIIA VA 10,001-20,000	100%	10,540	10,470	10,470	205
IIA IIIA VA 20,001-50,000	100%	14,450	14,350	14,350	65
IIA IIIA VA 50,001 - 100,000	100%	19,760	19,595	19,595	52
IIB IIIB VB 0-1,000	100%	2,075	2,090	2,090	
IIB IIIB VB 1,001-5,000	100%	4,530	4,510	4,510	303
IIB IIIB VB 5,001-10,000	100%	6,405	6,380	6,380	187
IIB IIIB VB 10,001-20,000	100%	10,540	10,470	10,470	205
IIB IIIB VB 20,001-50,000	100%	14,450	14,350	14,350	65
IIB IIIB VB 50,001-100,000	100%	19,760	19,595	19,595	52
<b>Dry Cleaning Plants</b>					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	217

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened		Fee (Max Range)	Each Add'l 500 Sq. Ft
			Cost			
IA IB 10,001-20,000	100%	12,070	12,035		12,035	217
IA IB 20,001-50,000	100%	16,555	16,465		16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740		22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540		2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855		4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695		7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035		12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465		16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740		22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540		2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855		4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695		7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035		12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465		16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740		22,740	63
<b>Dwellings, Conventional</b>						
IA IB 0-1,000	100%	2,075	2,090		2,090	
1A 1B 1,001-5,000	100%	4,095	4,085		4,085	249
IA IB 5,001-10,000	100%	6,155	6,140		6,140	206
IA IB 10,001-20,000	100%	9,700	9,640		9,640	175
IA IB 20,001-50,000	100%	13,205	13,120		13,120	58
IA IB 50,000 - 100,000	100%	18,205	18,080		18,080	49
IIA IIIA VA 0-1,000	100%	2,000	1,995		1,995	
IIA IIIA VA 1,001-5,000	100%	2,595	2,580		2,580	73
IIA IIIA VA 5,001-10,000	100%	3,065	3,065		3,065	49
IIA IIIA VA 10,001-20,000	100%	3,785	3,785		3,785	36
IIA IIIA VA 20,001-50,000	100%	4,670	4,665		4,665	15
IIA IIIA VA 50,001 - 100,000	100%	8,390	8,340		8,340	37
IIB IIIB VB 0-1,000	100%	2,000	1,995		1,995	
IIB IIIB VB 1,001-5,000	100%	2,595	2,580		2,580	73
IIB IIIB VB 5001-10,000	100%	3,065	3,065		3,065	49
IIB IIIB VB 10,001-20,000	100%	3,795	3,785		3,785	36
IIB IIIB VB 20,001-50,000	100%	4,670	4,665		4,665	15
IIB IIIB VB 50,001-100,000	100%	8,390	8,340		8,340	37
<b>Fitness Center</b>						
IA IB 0-1,000	100%	1,940	1,955		1,955	
1A 1B 1,001-5,000	100%	4,125	4,115		4,115	270
IA IB 5,001-10,000	100%	6,190	6,170		6,170	206
IA IB 10,001-20,000	100%	9,735	9,670		9,670	175
IA IB 20,001-50,000	100%	13,235	13,150		13,150	58
IA IB 50,000 - 100,000	100%	18,240	18,095		18,095	
IIA IIIA VA 0-1,000	100%	1,940	1,955		1,955	
IIA IIIA VA 1,001-5,000	100%	4,125	4,115		4,115	270
IIA IIIA VA 5,001-10,000	100%	6,190	6,170		6,170	206
IIA IIIA VA 10,001-20,000	100%	9,735	9,670		9,670	175
IIA IIIA VA 20,001-50,000	100%	13,235	13,150		13,150	58
IIA IIIA VA 50,001 - 100,000	100%	18,240	18,095		18,095	49
IIB IIIB VB 0-1,000	100%	1,940	1,955		1,955	
IIB IIIB VB 1,001-5,000	100%	4,125	4,115		4,115	270
IIB IIIB VB 5001-10,000	100%	6,190	6,170		6,170	206
IIB IIIB VB 10,001-20,000	100%	9,735	9,670		9,670	175
IIB IIIB VB 20,001-50,000	100%	13,235	13,150		13,150	58
IIB IIIB VB 50,001-100,000	100%	18,240	18,095		18,095	49

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Fire Station</b>					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63
<b>Health Care Centers</b>					
IA IB 0-1,000	100%	3,035	3,035	3,035	
1A 1B 1,001-5,000	100%	6,300	6,295	6,295	408
IA IB 5,001-10,000	100%	9,460	9,455	9,455	316
IA IB 10,001-20,000	100%	15,310	15,275	15,275	291
IA IB 20,001-50,000	100%	18,685	18,630	18,630	58
IA IB 50,000 - 100,000	100%	26,010	25,885	25,885	73
IIA IIIA VA 0-1,000	100%	3,035	3,035	3,035	
IIA IIIA VA 1,001-5,000	100%	6,300	6,295	6,295	408
IIA IIIA VA 5,001-10,000	100%	9,490	9,485	9,485	319
IIA IIIA VA 10,001-20,000	100%	15,310	15,275	15,275	290
IIA IIIA VA 20,001-50,000	100%	18,715	18,660	18,660	58
IIA IIIA VA 50,001 - 100,000	100%	26,010	25,885	25,885	72
IIB IIIB VB 0-1,000	100%	2,765	2,770	2,770	
IIB IIIB VB 1,001-5,000	100%	5,435	5,445	5,445	334
IIB IIIB VB 5001-10,000	100%	8,475	8,445	8,445	300
IIB IIIB VB 10,001-20,000	100%	13,390	13,340	13,340	245
IIB IIIB VB 20,001-50,000	100%	18,410	18,295	18,295	83
IIB IIIB VB 50,001-100,000	100%	25,510	25,350	25,350	71
<b>High Rise Offices</b>					
IA IB 0-1,000	100%	20,180	20,020	20,020	
1A 1B 1,001-5,000	100%	36,075	35,715	35,715	1,962
IA IB 5,001-10,000	100%	52,730	52,205	52,205	1,849
IA IB 10,001-20,000	100%	69,970	69,225	69,225	851
IA IB 20,001-50,000	100%	111,670	110,475	110,475	688
IA IB 50,000 - 100,000	100%	158,550	156,795	156,795	463

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Hospital</b>					
IA IB 0-1,000	100%	3,035	3,035	3,035	
1A 1B 1,001-5,000	100%	6,300	6,295	6,295	408
IA IB 5,001-10,000	100%	9,490	9,485	9,485	319
IA IB 10,001-20,000	100%	15,310	15,275	15,275	290
IA IB 20,001-50,000	100%	18,715	18,660	18,660	56
IA IB 50,000 - 100,000	100%	26,010	25,885	25,885	72
IIA IIIA VA 0-1,000	100%	3,035	3,035	3,035	
IIA IIIA VA 1,001-5,000	100%	6,300	6,295	6,295	408
IIA IIIA VA 5,001-10,000	100%	9,490	9,485	9,485	319
IIA IIIA VA 10,001-20,000	100%	15,310	15,275	15,275	290
IIA IIIA VA 20,001-50,000	100%	18,715	18,660	18,660	56
IIA IIIA VA 50,001 - 100,000	100%	26,010	25,885	25,885	72
IIB IIIB VB 0-1,000	100%	2,765	2,770	2,770	
IIB IIIB VB 1,001-5,000	100%	5,435	5,445	5,445	334
IIB IIIB VB 5001-10,000	100%	8,440	8,415	8,415	297
IIB IIIB VB 10,001-20,000	100%	13,390	13,340	13,340	246
IIB IIIB VB 20,001-50,000	100%	18,375	18,265	18,265	82
IIB IIIB VB 50,001-100,000	100%	26,010	25,885	25,885	76
<b>Hotels and Motels</b>					
IA IB 0-1,000	100%	3,035	3,035	3,035	
1A 1B 1,001-5,000	100%	6,300	6,295	6,295	408
IA IB 5,001-10,000	100%	9,490	9,485	9,485	319
IA IB 10,001-20,000	100%	15,310	15,275	15,275	290
IA IB 20,001-50,000	100%	18,715	18,660	18,660	56
IA IB 50,000 - 100,000	100%	26,010	25,885	25,885	72
IIA IIIA VA 0-1,000	100%	3,035	3,035	3,035	
IIA IIIA VA 1,001-5,000	100%	6,300	6,295	6,295	408
IIA IIIA VA 5,001-10,000	100%	9,490	9,485	9,485	319
IIA IIIA VA 10,001-20,000	100%	15,310	15,275	15,275	290
IIA IIIA VA 20,001-50,000	100%	18,715	18,660	18,660	56
IIA IIIA VA 50,001 - 100,000	100%	26,010	25,885	25,885	72
IIB IIIB VB 0-1,000	100%	2,765	2,770	2,770	
IIB IIIB VB 1,001-5,000	100%	5,435	5,445	5,445	334
IIB IIIB VB 5001-10,000	100%	8,440	8,415	8,415	297
IIB IIIB VB 10,001-20,000	100%	13,390	13,340	13,340	246
IIB IIIB VB 20,001-50,000	100%	18,375	18,265	18,265	82
IIB IIIB VB 50,001-100,000	100%	25,510	25,350	25,350	71



**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened	Fee (Max Range)	Each Add'l 500 Sq. Ft
			Cost		
Industrial Plants					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	1,940	1,955	1,955	
IIA IIIA VA 1,001-5,000	100%	4,125	4,115	4,115	270
IIA IIIA VA 5,001-10,000	100%	6,160	6,170	6,170	206
IIA IIIA VA 10,001-20,000	100%	9,735	9,670	9,670	175
IIA IIIA VA 20,001-50,000	100%	13,235	13,150	13,150	58
IIA IIIA VA 50,001 - 100,000	100%	18,240	18,095	18,095	49
IIB IIIB VB 0-1,000	100%	1,940	1,955	1,955	
IIB IIIB VB 1,001-5,000	100%	4,125	4,115	4,115	270
IIB IIIB VB 5001-10,000	100%	6,190	6,170	6,170	206
IIB IIIB VB 10,001-20,000	100%	9,735	9,670	9,670	175
IIB IIIB VB 20,001-50,000	100%	13,235	13,150	13,150	58
IIB IIIB VB 50,001-100,000	100%	18,240	18,095	18,095	49
Jail					
IA IB 0-1,000	100%	1,445	1,465	1,465	
1A 1B 1,001-5,000	100%	2,805	2,805	2,805	168
IA IB 5,001-10,000	100%	4,300	4,285	4,285	148
IA IB 10,001-20,000	100%	6,860	6,835	6,835	128
IA IB 20,001-50,000	100%	9,275	9,235	9,235	40
IA IB 50,000 - 100,000	100%	12,725	12,645	12,645	34
IIA IIIA VA 0-1,000	100%	1,445	1,465	1,465	
IIA IIIA VA 1,001-5,000	100%	2,805	2,805	2,805	168
IIA IIIA VA 5,001-10,000	100%	4,300	4,285	4,285	148
IIA IIIA VA 10,001-20,000	100%	6,860	6,835	6,835	128
IIA IIIA VA 20,001-50,000	100%	9,275	9,235	9,235	40
IIA IIIA VA 50,001 - 100,000	100%	12,725	12,645	12,645	34
IIB IIIB VB 0-1,000	100%	1,445	1,465	1,465	
IIB IIIB VB 1,001-5,000	100%	2,805	2,805	2,805	168
IIB IIIB VB 5001-10,000	100%	4,300	4,285	4,285	148
IIB IIIB VB 10,001-20,000	100%	6,860	6,835	6,835	128
IIB IIIB VB 20,001-50,000	100%	9,275	9,235	9,235	40
IIB IIIB VB 50,001-100,000	100%	12,725	12,645	12,645	34
Laundromat					
IA IB 0-1,000	100%	960	970	970	
1A 1B 1,001-5,000	100%	1,925	1,935	1,935	121
IA IB 5,001-10,000	100%	2,775	2,780	2,780	85
IA IB 10,001-20,000	100%	4,130	4,135	4,135	68
IA IB 20,001-50,000	100%	6,000	5,985	5,985	31
IA IB 50,000 - 100,000	100%	7,850	7,830	7,830	18
IIA IIIA VA 0-1,000	100%	960	970	970	
IIA IIIA VA 1,001-5,000	100%	1,925	1,935	1,935	121

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
IIA IIIA VA 5,001-10,000	100%	2,775	2,780	2,780	85
IIA IIIA VA 10,001-20,000	100%	4,130	4,135	4,135	68
IIA IIIA VA 20,001-50,000	100%	6,000	5,985	5,985	31
IIA IIIA VA 50,001 - 100,000	100%	7,850	7,830	7,830	18
IIB IIIB VB 0-1,000	100%	980	970	970	
IIB IIIB VB 1,001-5,000	100%	1,925	1,935	1,935	121
IIB IIIB VB 5001-10,000	100%	2,775	2,780	2,780	85
IIB IIIB VB 10,001-20,000	100%	4,130	4,135	4,135	68
IIB IIIB VB 20,001-50,000	100%	6,000	5,985	5,985	31
IIB IIIB VB 50,001-100,000	100%	7,850	7,830	7,830	18
<b>Library</b>					
IA IB 0-1,000	100%	2,535	2,540	2,540	
IA IB 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63
<b>Low Hazard Storage</b>					
IA IB 0-1,000	100%	1,940	1,955	1,955	
IA IB 1,001-5,000	100%	4,125	4,115	4,115	270
IA IB 5,001-10,000	100%	6,190	6,170	6,170	206
IA IB 10,001-20,000	100%	9,735	9,670	9,670	175
IA IB 20,001-50,000	100%	13,235	13,150	13,150	58
IA IB 50,000 - 100,000	100%	18,240	18,095	18,095	49
IIA IIIA VA 0-1,000	100%	1,940	1,955	1,955	
IIA IIIA VA 1,001-5,000	100%	4,125	4,115	4,115	270
IIA IIIA VA 5,001-10,000	100%	6,190	6,170	6,170	206
IIA IIIA VA 10,001-20,000	100%	9,735	9,670	9,670	175
IIA IIIA VA 20,001-50,000	100%	13,235	13,150	13,150	58
IIA IIIA VA 50,001 - 100,000	100%	18,240	18,095	18,095	49
IIB IIIB VB 0-1,000	100%	1,940	1,955	1,955	
IIB IIIB VB 1,001-5,000	100%	4,125	4,115	4,115	270
IIB IIIB VB 5001-10,000	100%	6,190	6,170	6,170	206
IIB IIIB VB 10,001-20,000	100%	9,735	9,670	9,670	175
IIB IIIB VB 20,001-50,000	100%	13,235	13,150	13,150	58
IIB IIIB VB 50,001-100,000	100%	18,240	18,095	18,095	49

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully	Fee (Max Range)	Each Add'l 500 Sq. Ft
			Burdened Cost		
<b>Manufactured Housing</b>					
IA IB 0-1,000	100%	280	275	275	
1A 1B 1,001-5,000	100%	600	590	590	39
IA IB 5,001-10,000	100%	915	900	900	31
IA IB 10,001-20,000	100%	1,415	1,395	1,395	25
IA IB 20,001-50,000	100%	2,045	2,020	2,020	10
IA IB 50,000 - 100,000	100%	2,910	2,870	2,870	9
IIA IIIA VA 0-1,000	100%	280	275	275	
IIA IIIA VA 1,001-5,000	100%	600	590	590	39
IIA IIIA VA 5,001-10,000	100%	915	900	900	31
IIA IIIA VA 10,001-20,000	100%	1,415	1,395	1,395	25
IIA IIIA VA 20,001-50,000	100%	2,045	2,020	2,020	10
IIA IIIA VA 50,001 - 100,000	100%	2,910	2,870	2,870	9
IIB IIIB VB 0-1,000	100%	280	275	275	
IIB IIIB VB 1,001-5,000	100%	600	590	590	39
IIB IIIB VB 5001-10,000	100%	915	900	900	31
IIB IIIB VB 10,001-20,000	100%	1,415	1,395	1,395	25
IIB IIIB VB 20,001-50,000	100%	2,045	2,020	2,020	10
IIB IIIB VB 50,001-100,000	100%	2,910	2,870	2,870	9
<b>Markets</b>					
IA IB 0-1,000	100%	2,075	2,090	2,090	
1A 1B 1,001-5,000	100%	4,530	4,510	4,510	303
IA IB 5,001-10,000	100%	6,405	6,380	6,380	187
IA IB 10,001-20,000	100%	10,540	10,470	10,470	205
IA IB 20,001-50,000	100%	14,450	14,350	14,350	65
IA IB 50,000 - 100,000	100%	19,760	19,595	19,595	52
IIA IIIA VA 0-1,000	100%	2,075	2,090	2,090	
IIA IIIA VA 1,001-5,000	100%	4,530	4,510	4,510	303
IIA IIIA VA 5,001-10,000	100%	6,405	6,380	6,380	187
IIA IIIA VA 10,001-20,000	100%	10,540	10,470	10,470	205
IIA IIIA VA 20,001-50,000	100%	14,450	14,350	14,350	65
IIA IIIA VA 50,001 - 100,000	100%	19,760	19,595	19,595	52
IIB IIIB VB 0-1,000	100%	2,075	2,090	2,090	
IIB IIIB VB 1,001-5,000	100%	4,530	4,510	4,510	303
IIB IIIB VB 5001-10,000	100%	6,405	6,380	6,380	187
IIB IIIB VB 10,001-20,000	100%	10,540	10,470	10,470	205
IIB IIIB VB 20,001-50,000	100%	14,450	14,350	14,350	65
IIB IIIB VB 50,001-100,000	100%	19,760	19,595	19,595	52
<b>Medial Offices</b>					
IA IB 0-1,000	100%	3,005	3,005	3,005	
1A 1B 1,001-5,000	100%	6,240	6,240	6,240	404
IA IB 5,001-10,000	100%	9,410	9,410	9,410	317
IA IB 10,001-20,000	100%	15,175	15,140	15,140	287
IA IB 20,001-50,000	100%	18,530	18,475	18,475	56
IA IB 50,000 - 100,000	100%	25,755	25,635	25,635	72
IIA IIIA VA 0-1,000	100%	3,005	3,005	3,005	
IIA IIIA VA 1,001-5,000	100%	6,240	6,240	6,240	404
IIA IIIA VA 5,001-10,000	100%	9,410	9,410	9,410	317
IIA IIIA VA 10,001-20,000	100%	15,175	15,140	15,140	287
IIA IIIA VA 20,001-50,000	100%	18,530	18,475	18,475	56
IIA IIIA VA 50,001 - 100,000	100%	25,755	25,635	25,635	72
IIB IIIB VB 0-1,000	100%	2,745	2,745	2,745	
IIB IIIB VB 1,001-5,000	100%	5,390	5,395	5,395	331
IIB IIIB VB 5001-10,000	100%	8,370	8,345	8,345	295
IIB IIIB VB 10,001-20,000	100%	13,280	13,230	13,230	244
IIB IIIB VB 20,001-50,000	100%	18,200	18,095	18,095	81
IIB IIIB VB 50,001-100,000	100%	25,275	25,120	25,120	70

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened	Fee	Each Add'l	
			Cost	(Max Range)	500 Sq. Ft	
<b>Medical Offices - Shell</b>						
IA IB 0-1,000	100%	1,835	1,830	1,830		
1A 1B 1,001-5,000	100%	3,695	3,665	3,665	229	
IA IB 5,001-10,000	100%	5,295	5,270	5,270	161	
IA IB 10,001-20,000	100%	8,385	8,320	8,320	153	
IA IB 20,001-50,000	100%	11,425	11,345	11,345	50	
IA IB 50,000 - 100,000	100%	15,740	15,605	15,605	43	
IIA IIIA VA 0-1,000	100%	1,835	1,830	1,830		
IIA IIIA VA 1,001-5,000	100%	3,695	3,665	3,665	229	
IIA IIIA VA 5,001-10,000	100%	5,295	5,270	5,270	161	
IIA IIIA VA 10,001-20,000	100%	8,385	8,320	8,320	153	
IIA IIIA VA 20,001-50,000	100%	11,425	11,345	11,345	50	
IIA IIIA VA 50,001 - 100,000	100%	15,740	15,605	15,605	43	
IIB IIIB VB 0-1,000	100%	1,835	1,830	1,830		
IIB IIIB VB 1,001-5,000	100%	3,695	3,665	3,665	229	
IIB IIIB VB 5001-10,000	100%	5,295	5,270	5,270	161	
IIB IIIB VB 10,001-20,000	100%	8,385	8,320	8,320	153	
IIB IIIB VB 20,001-50,000	100%	11,425	11,345	11,345	50	
IIB IIIB VB 50,001-100,000	100%	15,740	15,605	15,605	43	
<b>Mobile Homes</b>						
IA IB 0-1,000	100%	280	275	275		
1A 1B 1,001-5,000	100%	600	590	590	39	
IA IB 5,001-10,000	100%	915	900	900	31	
IA IB 10,001-20,000	100%	1,415	1,395	1,395	25	
IA IB 20,001-50,000	100%	2,045	2,020	2,020	10	
IA IB 50,000 - 100,000	100%	2,910	2,870	2,870	9	
IIA IIIA VA 0-1,000	100%	280	275	275		
IIA IIIA VA 1,001-5,000	100%	600	590	590	39	
IIA IIIA VA 5,001-10,000	100%	915	900	900	31	
IIA IIIA VA 10,001-20,000	100%	1,415	1,395	1,395	25	
IIA IIIA VA 20,001-50,000	100%	2,045	2,020	2,020	10	
IIA IIIA VA 50,001 - 100,000	100%	2,910	2,870	2,870	9	
IIB IIIB VB 0-1,000	100%	280	275	275		
IIB IIIB VB 1,001-5,000	100%	600	590	590	39	
IIB IIIB VB 5001-10,000	100%	915	900	900	31	
IIB IIIB VB 10,001-20,000	100%	1,415	1,395	1,395	25	
IIB IIIB VB 20,001-50,000	100%	2,045	2,020	2,020	10	
IIB IIIB VB 50,001-100,000	100%	2,910	2,870	2,870	9	
<b>Moderate Explosion Hazard</b>						
IA IB 0-1,000	100%	3,035	3,035	3,035		
1A 1B 1,001-5,000	100%	6,300	6,295	6,295	408	
IA IB 5,001-10,000	100%	9,490	9,485	9,485	319	
IA IB 10,001-20,000	100%	15,310	15,275	15,275	290	
IA IB 20,001-50,000	100%	18,715	18,660	18,660	56	
IA IB 50,000 - 100,000	100%	26,010	25,885	25,885	72	
IIA IIIA VA 0-1,000	100%	3,035	3,035	3,035		
IIA IIIA VA 1,001-5,000	100%	6,300	6,295	6,295	408	
IIA IIIA VA 5,001-10,000	100%	9,490	9,485	9,485	319	
IIA IIIA VA 10,001-20,000	100%	15,310	15,275	15,275	290	
IIA IIIA VA 20,001-50,000	100%	18,715	18,660	18,660	56	
IIA IIIA VA 50,001 - 100,000	100%	26,010	25,885	25,885	72	
IIB IIIB VB 0-1,000	100%	1,445	1,485	1,485		
IIB IIIB VB 1,001-5,000	100%	2,805	2,805	2,805	168	
IIB IIIB VB 5001-10,000	100%	4,300	4,285	4,285	148	
IIB IIIB VB 10,001-20,000	100%	6,860	6,835	6,835	128	
IIB IIIB VB 20,001-50,000	100%	9,275	9,235	9,235	40	
IIB IIIB VB 50,001-100,000	100%	12,725	12,645	12,645	34	

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Motor Vehicle Fuel Dispensing</b>					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63
<b>Nursing Home Assisted Living</b>					
IA IB 0-1,000	100%	3,035	3,035	3,035	
1A 1B 1,001-5,000	100%	6,300	6,295	6,295	408
IA IB 5,001-10,000	100%	9,460	9,455	9,455	316
IA IB 10,001-20,000	100%	15,310	15,275	15,275	291
IA IB 20,001-50,000	100%	18,685	18,630	18,630	56
IA IB 50,000 - 100,000	100%	26,010	25,885	25,885	73
IIA IIIA VA 0-1,000	100%	3,035	3,035	3,035	
IIA IIIA VA 1,001-5,000	100%	6,300	6,295	6,295	408
IIA IIIA VA 5,001-10,000	100%	9,490	9,485	9,485	319
IIA IIIA VA 10,001-20,000	100%	15,310	15,275	15,275	290
IIA IIIA VA 20,001-50,000	100%	18,715	18,660	18,660	56
IIA IIIA VA 50,001 - 100,000	100%	26,010	25,885	25,885	72
IIB IIIB VB 0-1,000	100%	2,765	2,770	2,770	
IIB IIIB VB 1,001-5,000	100%	5,435	5,445	5,445	334
IIB IIIB VB 5001-10,000	100%	8,475	8,445	8,445	300
IIB IIIB VB 10,001-20,000	100%	13,390	13,340	13,340	245
IIB IIIB VB 20,001-50,000	100%	18,410	18,295	18,295	83
IIB IIIB VB 50,001-100,000	100%	25,510	25,350	25,350	71
<b>Offices</b>					
IA IB 0-1,000	100%	1,925	1,935	1,935	
1A 1B 1,001-5,000	100%	3,835	3,845	3,845	239
IA IB 5,001-10,000	100%	5,780	5,785	5,785	194
IA IB 10,001-20,000	100%	9,390	9,350	9,350	178
IA IB 20,001-50,000	100%	12,615	12,555	12,555	53
IA IB 50,000 - 100,000	100%	17,450	17,350	17,350	48
IIA IIIA VA 0-1,000	100%	1,925	1,935	1,935	
IIA IIIA VA 1,001-5,000	100%	3,835	3,845	3,845	239
IIA IIIA VA 5,001-10,000	100%	5,780	5,785	5,785	194
IIA IIIA VA 10,001-20,000	100%	9,390	9,350	9,350	178
IIA IIIA VA 20,001-50,000	100%	12,615	12,555	12,555	53
IIA IIIA VA 50,001 - 100,000	100%	17,450	17,350	17,350	48
IIB IIIB VB 0-1,000	100%	1,925	1,935	1,935	
IIB IIIB VB 1,001-5,000	100%	3,835	3,845	3,845	239
IIB IIIB VB 5001-10,000	100%	5,780	5,785	5,785	194
IIB IIIB VB 10,001-20,000	100%	9,390	9,350	9,350	178
IIB IIIB VB 20,001-50,000	100%	12,615	12,555	12,555	53
IIB IIIB VB 50,001-100,000	100%	17,450	17,350	17,350	48

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Office Building - Shell</b>					
IA IB 0-1,000	100%	1,835	1,830	1,830	
1A 1B 1,001-5,000	100%	3,695	3,665	3,665	229
IA IB 5,001-10,000	100%	5,295	5,270	5,270	181
IA IB 10,001-20,000	100%	8,385	8,320	8,320	153
IA IB 20,001-50,000	100%	11,425	11,345	11,345	50
IA IB 50,000 - 100,000	100%	15,740	15,605	15,605	43
IIA IIIA VA 0-1,000	100%	1,835	1,830	1,830	
IIA IIIA VA 1,001-5,000	100%	3,695	3,665	3,665	229
IIA IIIA VA 5,001-10,000	100%	5,295	5,270	5,270	161
IIA IIIA VA 10,001-20,000	100%	8,385	8,320	8,320	153
IIA IIIA VA 20,001-50,000	100%	11,425	11,345	11,345	50
IIA IIIA VA 50,001 - 100,000	100%	15,740	15,605	15,605	43
IIB IIIB VB 0-1,000	100%	1,835	1,830	1,830	
IIB IIIB VB 1,001-5,000	100%	3,695	3,665	3,665	229
IIB IIIB VB 5001-10,000	100%	5,295	5,270	5,270	181
IIB IIIB VB 10,001-20,000	100%	8,385	8,320	8,320	153
IIB IIIB VB 20,001-50,000	100%	11,425	11,345	11,345	50
IIB IIIB VB 50,001-100,000	100%	15,740	15,605	15,605	43
<b>Office Tenant Improvements</b>					
IA IB 0-1,000	100%	1,430	1,450	1,450	
1A 1B 1,001-5,000	100%	2,775	2,780	2,780	166
IA IB 5,001-10,000	100%	4,255	4,240	4,240	146
IA IB 10,001-20,000	100%	6,790	6,760	6,760	128
IA IB 20,001-50,000	100%	9,160	9,125	9,125	39
IA IB 50,000 - 100,000	100%	12,575	12,495	12,495	34
IIA IIIA VA 0-1,000	100%	1,430	1,450	1,450	
IIA IIIA VA 1,001-5,000	100%	2,775	2,780	2,780	166
IIA IIIA VA 5,001-10,000	100%	4,255	4,240	4,240	146
IIA IIIA VA 10,001-20,000	100%	6,790	6,760	6,760	128
IIA IIIA VA 20,001-50,000	100%	9,160	9,125	9,125	39
IIA IIIA VA 50,001 - 100,000	100%	12,575	12,495	12,495	34
IIB IIIB VB 0-1,000	100%	1,430	1,450	1,450	
IIB IIIB VB 1,001-5,000	100%	2,775	2,780	2,780	166
IIB IIIB VB 5001-10,000	100%	4,255	4,240	4,240	146
IIB IIIB VB 10,001-20,000	100%	6,790	6,760	6,760	128
IIB IIIB VB 20,001-50,000	100%	9,160	9,125	9,125	39
IIB IIIB VB 50,001-100,000	100%	12,575	12,495	12,495	34
<b>Other Tenant Improvements</b>					
IA IB 0-1,000	100%	1,445	1,465	1,465	
1A 1B 1,001-5,000	100%	2,805	2,805	2,805	168
IA IB 5,001-10,000	100%	4,300	4,285	4,285	148
IA IB 10,001-20,000	100%	6,860	6,835	6,835	128
IA IB 20,001-50,000	100%	9,275	9,235	9,235	40
IA IB 50,000 - 100,000	100%	12,725	12,645	12,645	34
IIA IIIA VA 0-1,000	100%	1,445	1,465	1,465	
IIA IIIA VA 1,001-5,000	100%	2,805	2,805	2,805	168
IIA IIIA VA 5,001-10,000	100%	4,300	4,285	4,285	148
IIA IIIA VA 10,001-20,000	100%	6,860	6,835	6,835	128
IIA IIIA VA 20,001-50,000	100%	9,275	9,235	9,235	40
IIA IIIA VA 50,001 - 100,000	100%	12,725	12,645	12,645	34
IIB IIIB VB 0-1,000	100%	1,445	1,465	1,465	
IIB IIIB VB 1,001-5,000	100%	2,805	2,805	2,805	168
IIB IIIB VB 5001-10,000	100%	4,300	4,285	4,285	148
IIB IIIB VB 10,001-20,000	100%	6,860	6,835	6,835	128
IIB IIIB VB 20,001-50,000	100%	9,275	9,235	9,235	40
IIB IIIB VB 50,001-100,000	100%	12,725	12,645	12,645	34

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Preschool Building</b>					
IA IB 0-1,000	100%	2,515	2,520	2,520	
1A 1B 1,001-5,000	100%	4,795	4,815	4,815	287
IA IB 5,001-10,000	100%	7,850	7,830	7,830	282
IA IB 10,001-20,000	100%	11,970	11,935	11,935	215
IA IB 20,001-50,000	100%	16,400	16,310	16,310	73
IA IB 50,000 - 100,000	100%	22,650	22,525	22,525	62
IIA IIIA VA 0-1,000	100%	2,515	2,520	2,520	
IIA IIIA VA 1,001-5,000	100%	4,795	4,815	4,815	287
IIA IIIA VA 5,001-10,000	100%	7,850	7,830	7,830	282
IIA IIIA VA 10,001-20,000	100%	11,970	11,935	11,935	215
IIA IIIA VA 20,001-50,000	100%	16,400	16,310	16,310	73
IIA IIIA VA 50,001 - 100,000	100%	22,650	22,525	22,525	62
IIB IIIB VB 0-1,000	100%	2,515	2,520	2,520	
IIB IIIB VB 1,001-5,000	100%	4,795	4,815	4,815	287
IIB IIIB VB 5001-10,000	100%	7,850	7,830	7,830	282
IIB IIIB VB 10,001-20,000	100%	11,970	11,935	11,935	215
IIB IIIB VB 20,001-50,000	100%	16,400	16,310	16,310	73
IIB IIIB VB 50,001-100,000	100%	22,650	22,525	22,525	62
<b>Private Garage</b>					
IA IB 0-1,000	100%	1,835	1,830	1,830	
1A 1B 1,001-5,000	100%	3,695	3,665	3,665	229
IA IB 5,001-10,000	100%	5,295	5,270	5,270	161
IA IB 10,001-20,000	100%	8,385	8,320	8,320	153
IA IB 20,001-50,000	100%	11,425	11,345	11,345	153
IA IB 50,000 - 100,000	100%	15,740	15,605	15,605	50
IIA IIIA VA 0-1,000	100%	1,835	1,830	1,830	43
IIA IIIA VA 1,001-5,000	100%	3,695	3,665	3,665	
IIA IIIA VA 5,001-10,000	100%	5,295	5,270	5,270	229
IIA IIIA VA 10,001-20,000	100%	8,385	8,320	8,320	161
IIA IIIA VA 20,001-50,000	100%	11,425	11,345	11,345	153
IIA IIIA VA 50,001 - 100,000	100%	15,740	15,605	15,605	50
IIB IIIB VB 0-1,000	100%	1,835	1,830	1,830	43
IIB IIIB VB 1,001-5,000	100%	3,695	3,665	3,665	
IIB IIIB VB 5001-10,000	100%	5,295	5,270	5,270	229
IIB IIIB VB 10,001-20,000	100%	8,385	8,320	8,320	161
IIB IIIB VB 20,001-50,000	100%	11,425	11,345	11,345	153
IIB IIIB VB 50,001-100,000	100%	15,740	15,605	15,605	50
					43
<b>Public Buildings</b>					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Public Garage</b>					
IA IB 0-1,000	100%	1,835	1,830	1,830	
1A 1B 1,001-5,000	100%	3,695	3,665	3,665	229
IA IB 5,001-10,000	100%	5,295	5,270	5,270	161
IA IB 10,001-20,000	100%	8,385	8,320	8,320	153
IA IB 20,001-50,000	100%	11,425	11,345	11,345	50
IA IB 50,000 - 100,000	100%	15,740	15,605	15,605	43
IIA IIIA VA 0-1,000	100%	1,835	1,830	1,830	
IIA IIIA VA 1,001-5,000	100%	3,695	3,665	3,665	229
IIA IIIA VA 5,001-10,000	100%	5,295	5,270	5,270	161
IIA IIIA VA 10,001-20,000	100%	8,385	8,320	8,320	153
IIA IIIA VA 20,001-50,000	100%	11,425	11,345	11,345	50
IIA IIIA VA 50,001 - 100,000	100%	15,740	15,605	15,605	43
IIB IIIB VB 0-1,000	100%	1,835	1,830	1,830	
IIB IIIB VB 1,001-5,000	100%	3,695	3,665	3,665	229
IIB IIIB VB 5001-10,000	100%	5,295	5,270	5,270	161
IIB IIIB VB 10,001-20,000	100%	8,385	8,320	8,320	153
IIB IIIB VB 20,001-50,000	100%	11,425	11,345	11,345	50
IIB IIIB VB 50,001-100,000	100%	15,740	15,605	15,605	43
<b>Repair Garage</b>					
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63
<b>Restaurant</b>					
IA IB 0-1,000	100%	2,515	2,520	2,520	
1A 1B 1,001-5,000	100%	4,795	4,815	4,815	287
IA IB 5,001-10,000	100%	7,650	7,630	7,630	282
IA IB 10,001-20,000	100%	11,970	11,935	11,935	215
IA IB 20,001-50,000	100%	16,400	16,310	16,310	73
IA IB 50,000 - 100,000	100%	22,650	22,525	22,525	62
IIA IIIA VA 0-1,000	100%	2,515	2,520	2,520	
IIA IIIA VA 1,001-5,000	100%	4,795	4,815	4,815	287
IIA IIIA VA 5,001-10,000	100%	7,650	7,630	7,630	282
IIA IIIA VA 10,001-20,000	100%	11,970	11,935	11,935	215
IIA IIIA VA 20,001-50,000	100%	16,400	16,310	16,310	73
IIA IIIA VA 50,001 - 100,000	100%	22,650	22,525	22,525	62
IIB IIIB VB 0-1,000	100%	2,515	2,520	2,520	
IIB IIIB VB 1,001-5,000	100%	4,795	4,815	4,815	287
IIB IIIB VB 5001-10,000	100%	7,650	7,630	7,630	282
IIB IIIB VB 10,001-20,000	100%	11,970	11,935	11,935	215
IIB IIIB VB 20,001-50,000	100%	16,400	16,310	16,310	73
IIB IIIB VB 50,001-100,000	100%	22,650	22,525	22,525	62
<b>Restaurant - Shell</b>					
IA IB 0-1,000	100%	1,835	1,830	1,830	
1A 1B 1,001-5,000	100%	3,695	3,665	3,665	229
IA IB 5,001-10,000	100%	5,295	5,270	5,270	161
IA IB 10,001-20,000	100%	8,385	8,320	8,320	153



**CITY OF STANTON**  
**FEES AND CHARGES**  
**BUILDING AND SAFETY FEES**  
**EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
IA IB 20,001-50,000	100%	11,425	11,345	11,345	50
IA IB 50,000 - 100,000	100%	15,740	15,605	15,605	43
IIA IIIA VA 0-1,000	100%	1,835	1,830	1,830	
IIA IIIA VA 1,001-5,000	100%	3,695	3,665	3,665	229
IIA IIIA VA 5,001-10,000	100%	5,295	5,270	5,270	161
IIA IIIA VA 10,001-20,000	100%	8,385	8,320	8,320	153
IIA IIIA VA 20,001-50,000	100%	11,425	11,345	11,345	50
IIA IIIA VA 50,001 - 100,000	100%	15,740	15,605	15,605	43
IIB IIIB VB 0-1,000	100%	1,835	1,830	1,830	
IIB IIIB VB 1,001-5,000	100%	3,695	3,665	3,665	229
IIB IIIB VB 5001-10,000	100%	5,295	5,270	5,270	161
IIB IIIB VB 10,001-20,000	100%	8,385	8,320	8,320	153
IIB IIIB VB 20,001-50,000	100%	11,425	11,345	11,345	50
IIB IIIB VB 50,001-100,000	100%	15,740	15,605	15,605	43
<b>Retail Tenant Improvements</b>					
IA IB 0-1,000	100%	1,445	1,465	1,465	
1A 1B 1,001-5,000	100%	2,805	2,805	2,805	168
IA IB 5,001-10,000	100%	4,300	4,285	4,285	148
IA IB 10,001-20,000	100%	6,860	6,835	6,835	128
IA IB 20,001-50,000	100%	9,275	9,235	9,235	40
IA IB 50,000 - 100,000	100%	12,725	12,645	12,645	34
IIA IIIA VA 0-1,000	100%	1,445	1,465	1,465	
IIA IIIA VA 1,001-5,000	100%	2,805	2,805	2,805	168
IIA IIIA VA 5,001-10,000	100%	4,300	4,285	4,285	148
IIA IIIA VA 10,001-20,000	100%	6,860	6,835	6,835	128
IIA IIIA VA 20,001-50,000	100%	9,275	9,235	9,235	40
IIA IIIA VA 50,001 - 100,000	100%	12,725	12,645	12,645	34
IIB IIIB VB 0-1,000	100%	1,445	1,465	1,465	
IIB IIIB VB 1,001-5,000	100%	2,805	2,805	2,805	168
IIB IIIB VB 5001-10,000	100%	4,300	4,285	4,285	148
IIB IIIB VB 10,001-20,000	100%	6,860	6,835	6,835	128
IIB IIIB VB 20,001-50,000	100%	9,275	9,235	9,235	40
IIB IIIB VB 50,001-100,000	100%	12,725	12,645	12,645	34
<b>Schools</b>					
IA IB 0-1,000	100%	2,515	2,520	2,520	
1A 1B 1,001-5,000	100%	4,795	4,815	4,815	287
IA IB 5,001-10,000	100%	7,650	7,630	7,630	282
IA IB 10,001-20,000	100%	11,970	11,935	11,935	215
IA IB 20,001-50,000	100%	18,400	18,310	18,310	73
IA IB 50,000 - 100,000	100%	22,650	22,525	22,525	62
IIA IIIA VA 0-1,000	100%	2,515	2,520	2,520	
IIA IIIA VA 1,001-5,000	100%	4,795	4,815	4,815	287
IIA IIIA VA 5,001-10,000	100%	7,650	7,630	7,630	282
IIA IIIA VA 10,001-20,000	100%	11,970	11,935	11,935	215
IIA IIIA VA 20,001-50,000	100%	18,400	18,310	18,310	73
IIA IIIA VA 50,001 - 100,000	100%	22,650	22,525	22,525	62
IIB IIIB VB 0-1,000	100%	2,515	2,520	2,520	
IIB IIIB VB 1,001-5,000	100%	4,795	4,815	4,815	287
IIB IIIB VB 5001-10,000	100%	7,650	7,630	7,630	282
IIB IIIB VB 10,001-20,000	100%	11,970	11,935	11,935	215
IIB IIIB VB 20,001-50,000	100%	18,400	18,310	18,310	73
IIB IIIB VB 50,001-100,000	100%	22,650	22,525	22,525	62
<b>Semiconductor Fabrication</b>					
IA IB 0-1,000	100%	3,035	3,035	3,035	
1A 1B 1,001-5,000	100%	6,300	6,295	6,295	408
IA IB 5,001-10,000	100%	9,460	9,455	9,455	316
IA IB 10,001-20,000	100%	15,310	15,275	15,275	291
IA IB 20,001-50,000	100%	18,685	18,630	18,630	56

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened		Fee (Max Range)	Each Add'l 500 Sq. Ft
			Cost			
IA IB 50,000 - 100,000	100%	26,010	25,885		25,885	73
IIA IIIA VA 0-1,000	100%	3,035	3,035		3,035	
IIA IIIA VA 1,001-5,000	100%	6,300	6,295		6,295	408
IIA IIIA VA 5,001-10,000	100%	9,490	9,485		9,485	319
IIA IIIA VA 10,001-20,000	100%	15,310	15,275		15,275	290
IIA IIIA VA 20,001-50,000	100%	18,715	18,660		18,660	56
IIA IIIA VA 50,001 - 100,000	100%	26,010	25,885		25,885	72
IIB IIIB VB 0-1,000	100%	2,535	2,540		2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855		4,855	289
IIB IIIB VB 5001-10,000	100%	7,745	7,725		7,725	287
IIB IIIB VB 10,001-20,000	100%	12,070	12,035		12,035	216
IIB IIIB VB 20,001-50,000	100%	16,590	16,495		16,495	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740		22,740	62
<b>Shell Building - Tenant Improvements</b>						
IA IB 0-1,000	100%	1,445	1,465		1,465	
IA IB 1,001-5,000	100%	2,805	2,805		2,805	168
IA IB 5,001-10,000	100%	4,300	4,285		4,285	148
IA IB 10,001-20,000	100%	6,860	6,835		6,835	128
IA IB 20,001-50,000	100%	9,275	9,235		9,235	40
IA IB 50,000 - 100,000	100%	12,725	12,645		12,645	34
IIA IIIA VA 0-1,000	100%	1,445	1,465		1,465	
IIA IIIA VA 1,001-5,000	100%	2,805	2,805		2,805	168
IIA IIIA VA 5,001-10,000	100%	4,300	4,285		4,285	148
IIA IIIA VA 10,001-20,000	100%	6,860	6,835		6,835	128
IIA IIIA VA 20,001-50,000	100%	9,275	9,235		9,235	40
IIA IIIA VA 50,001 - 100,000	100%	12,725	12,645		12,645	34
IIB IIIB VB 0-1,000	100%	1,445	1,465		1,465	
IIB IIIB VB 1,001-5,000	100%	2,805	2,805		2,805	168
IIB IIIB VB 5001-10,000	100%	4,300	4,285		4,285	148
IIB IIIB VB 10,001-20,000	100%	6,860	6,835		6,835	128
IIB IIIB VB 20,001-50,000	100%	9,275	9,235		9,235	40
IIB IIIB VB 50,001-100,000	100%	12,725	12,645		12,645	34
<b>Stores</b>						
IA IB 0-1,000	100%	2,075	2,090		2,090	
IA IB 1,001-5,000	100%	4,640	4,635		4,635	318
IA IB 5,001-10,000	100%	6,405	6,380		6,380	175
IA IB 10,001-20,000	100%	10,495	10,410		10,410	202
IA IB 20,001-50,000	100%	14,450	14,350		14,350	66
IA IB 50,000 - 100,000	100%	19,760	19,595		19,595	52
IIA IIIA VA 0-1,000	100%	2,075	2,090		2,090	
IIA IIIA VA 1,001-5,000	100%	4,530	4,510		4,510	303
IIA IIIA VA 5,001-10,000	100%	6,405	6,380		6,380	187
IIA IIIA VA 10,001-20,000	100%	10,540	10,470		10,470	205
IIA IIIA VA 20,001-50,000	100%	14,450	14,350		14,350	65
IIA IIIA VA 50,001 - 100,000	100%	19,760	19,595		19,595	52
IIB IIIB VB 0-1,000	100%	2,075	2,090		2,090	
IIB IIIB VB 1,001-5,000	100%	4,530	4,510		4,510	303
IIB IIIB VB 5001-10,000	100%	6,405	6,380		6,380	187
IIB IIIB VB 10,001-20,000	100%	10,540	10,470		10,470	205
IIB IIIB VB 20,001-50,000	100%	14,450	14,350		14,350	65
IIB IIIB VB 50,001-100,000	100%	19,760	19,595		19,595	52

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Stores - Shell</b>					
IA IB 0-1,000	100%	1,470	1,470	1,470	
1A 1B 1,001-5,000	100%	3,330	3,305	3,305	229
IA IB 5,001-10,000	100%	4,935	4,910	4,910	161
IA IB 10,001-20,000	100%	8,020	7,960	7,960	153
IA IB 20,001-50,000	100%	11,065	10,985	10,985	50
IA IB 50,000 - 100,000	100%	15,375	15,245	15,245	43
IIA IIIA VA 0-1,000	100%	1,470	1,470	1,470	
IIA IIIA VA 1,001-5,000	100%	3,330	3,305	3,305	229
IIA IIIA VA 5,001-10,000	100%	4,935	4,910	4,910	161
IIA IIIA VA 10,001-20,000	100%	8,020	7,960	7,960	153
IIA IIIA VA 20,001-50,000	100%	11,065	10,985	10,985	50
IIA IIIA VA 50,001 - 100,000	100%	15,375	15,245	15,245	43
IIB IIIB VB 0-1,000	100%	1,470	1,470	1,470	
IIB IIIB VB 1,001-5,000	100%	3,330	3,305	3,305	229
IIB IIIB VB 5001-10,000	100%	4,935	4,910	4,910	161
IIB IIIB VB 10,001-20,000	100%	8,020	7,960	7,960	153
IIB IIIB VB 20,001-50,000	100%	11,065	10,985	10,985	50
IIB IIIB VB 50,001-100,000	100%	15,375	15,245	15,245	43
<b>Steel Products Fabrication</b>					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63
<b>Theater</b>					
IA IB 0-1,000	100%	3,005	3,005	3,005	
IA IB 1,001-5,000	100%	6,240	6,240	6,240	404
IA IB 5,001-10,000	100%	9,410	9,410	9,410	317
IA IB 10,001-20,000	100%	15,175	15,140	15,140	287
IA IB 20,001-50,000	100%	18,530	18,475	18,475	56
IA IB 50,001 - 100,000	100%	25,755	25,635	25,635	72
IIA IIIA VA 0-1,000	100%	3,005	3,005	3,005	
IIA IIIA VA 1,001-5,000	100%	6,240	6,240	6,240	404
IIA IIIA VA 5,001-10,000	100%	9,410	9,410	9,410	317
IIA IIIA VA 10,001-20,000	100%	15,175	15,140	15,140	287
IIA IIIA VA 20,001-50,000	100%	18,530	18,475	18,475	56
IIA IIIA VA 50,001-100,000	100%	25,755	25,635	25,635	72

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened	Fee	Each Add'l 500 Sq. Ft
			Cost	(Max Range)	
Warehouse (concrete tilt-up)					
IA IB 0-1,000	100%	1,940	1,955	1,955	
1A 1B 1,001-5,000	100%	4,125	4,115	4,115	270
IA IB 5,001-10,000	100%	6,190	6,170	6,170	206
IA IB 10,001-20,000	100%	9,735	9,670	9,670	175
IA IB 20,001-50,000	100%	13,235	13,150	13,150	58
IA IB 50,000 - 100,000	100%	18,240	18,095	18,095	49
IIA IIIA VA 0-1,000	100%	1,445	1,465	1,465	
IIA IIIA VA 1,001-5,000	100%	2,805	2,805	2,805	168
IIA IIIA VA 5,001-10,000	100%	4,300	4,285	4,285	148
IIA IIIA VA 10,001-20,000	100%	6,860	6,835	6,835	128
IIA IIIA VA 20,001-50,000	100%	9,275	9,235	9,235	40
IIA IIIA VA 50,001 - 100,000	100%	12,725	12,645	12,645	34
IIB IIIB VB 0-1,000	100%	1,445	1,465	1,465	
IIB IIIB VB 1,001-5,000	100%	2,805	2,805	2,805	168
IIB IIIB VB 5001-10,000	100%	4,300	4,285	4,285	148
IIB IIIB VB 10,001-20,000	100%	6,860	6,835	6,835	128
IIB IIIB VB 20,001-50,000	100%	9,275	9,235	9,235	40
IIB IIIB VB 50,001-100,000	100%	12,725	12,645	12,645	34
Woodworking					
IA IB 0-1,000	100%	2,535	2,540	2,540	
1A 1B 1,001-5,000	100%	4,840	4,855	4,855	289
IA IB 5,001-10,000	100%	7,715	7,695	7,695	284
IA IB 10,001-20,000	100%	12,070	12,035	12,035	217
IA IB 20,001-50,000	100%	16,555	16,465	16,465	74
IA IB 50,000 - 100,000	100%	22,865	22,740	22,740	63
IIA IIIA VA 0-1,000	100%	2,535	2,540	2,540	
IIA IIIA VA 1,001-5,000	100%	4,840	4,855	4,855	289
IIA IIIA VA 5,001-10,000	100%	7,715	7,695	7,695	284
IIA IIIA VA 10,001-20,000	100%	12,070	12,035	12,035	217
IIA IIIA VA 20,001-50,000	100%	16,555	16,465	16,465	74
IIA IIIA VA 50,001 - 100,000	100%	22,865	22,740	22,740	63
IIB IIIB VB 0-1,000	100%	2,535	2,540	2,540	
IIB IIIB VB 1,001-5,000	100%	4,840	4,855	4,855	289
IIB IIIB VB 5001-10,000	100%	7,715	7,695	7,695	284
IIB IIIB VB 10,001-20,000	100%	12,070	12,035	12,035	217
IIB IIIB VB 20,001-50,000	100%	16,555	16,465	16,465	74
IIB IIIB VB 50,001-100,000	100%	22,865	22,740	22,740	63
Mechanical					
Forced air furnace wall syst 90,000 BTU's or less	100%	125	125	125	
Forced are furnace 91,000 BTU's or greater	100%	125	125	125	
A/C Refrig unit over 2 1/2 tons and not greater than 5 tons	100%	125	125	125	
A/C Refrig unit over 5 tons and not greater than 10 tons	100%	125	125	125	
A/C Refrig unit over 10 tons	100%	125	125	125	
Each Supply opening	100%	30	30	30	
Each return opening	100%	30	30	30	
Each air handling unit	100%	60	60	60	
Bathroom exhaust fan and duct	100%	90	95	95	
Residential Range Hood	100%	80	80	60	
Commercial kitchen range hood	100%	130	135	135	
Makeup air or evaporative cooling unit	100%	60	60	60	
Boiler up to 100 BTU	100%	75	75	75	
Over 100K and not greater than 500K BTU	100%	85	85	85	
Over 501K and not greater than 1 million BTU	100%	110	110	110	
Over 1 million and not greater than 1.75 million BTU	100%	110	110	110	
1,750,000 BTU's and over	100%	125	125	125	
For each piece of equipment not listed	100%	60	60	60	
Minimum Permit Fee	100%	15	15	15	
Issuance Fee	100%	15	15	15	
Supplemental Fee	100%	15	15	15	

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Fully		Fee (Max Range)	Each Add'l 500 Sq. Ft
		Current Fee	Burdened Cost		
<b>Plumbing</b>					
Plumbing fixtures or trap or set of fixtures on one trap (Including water, drainage piping and backflow protection therefore) - one to four	100%	30	30	30	
each additional	100%	20	20	20	
Water heater, one to four	100%	85	85	85	
Each additional water heater	100%	30	30	30	
building sewer	100%	60	60	60	
gas piping system one to four outlets	100%	90	90	90	
each additional outlet	100%	20	20	20	
Grease Interceptor	100%	80	80	80	
Installation, alteration or repair of water piping and or water treatment equipment	100%	70	70	70	
For any device or fixture not listed	100%	60	60	60	
Swimming pool piping	100%	60	60	60	
Minimum Permit Fee	100%	15	15	15	
Issuance Fee	100%	15	15	15	
Supplemental Fee	100%	15	15	15	
<b>Electrical</b>					
First 10 outlets or less	100%	30	30	30	
Each additional outlets	100%	2	2	2	each
First 20 fixtures	100%	30	30	30	
Additional 21-100 fixtures	100%	30	30	30	
Additional 101 and over fixtures	100%	30	30	30	
Panel subfeed	100%	85	85	85	
Fractional HP motor	100%	45	45	45	
1 HP through 5 HP motor	100%	45	45	45	
Over 5 HP motor	100%	55	55	55	
Temporary pole or pedestal	100%	45	45	45	
Range	100%	30	30	30	
Dryer	100%	30	30	30	
Electrical hot water heater	100%	60	60	60	
Private swimming pool	100%	60	60	60	
Pole and platform mounted fixtures	100%	30	30	30	
Services up to and including 200 amperes	100%	80	80	80	
Service 201 to 1,000 amperes	100%	110	110	110	
1-25 KVA transformers	100%	60	60	60	
26-75 KVA transformers	100%	60	60	60	
76-112 KVA transformers	100%	85	85	85	
112.5 & over	100%	100	100	100	
Outline & marquee (Signs)	100%	60	60	60	
Additional Signs	100%	15	15	15	
Generators (Carnival)	100%	85	85	85	
Electric driven rides (Carnival)	100%	80	80	80	
Booth lighting (Carnival)	100%	55	55	55	
Miscellaneous fee	100%	55	55	55	
Minimum permit fee	100%	15	15	15	
Issuance fee	100%	15	15	15	
Supplemental fee	100%	15	15	15	
<b>Hourly Rates - All Services</b>					
Standard Hourly Rate	100%	175	175	175	
Accelerated Hourly Rate	100%	265	260	260	
After Hours inspection per hour (2 hour min)	100%	265	260	260	
Change Permit holder/reissuance fee	100%	30	30	30	
Misc Plan check per 1/2 hour	100%	90	85	85	
Misc Inspection per 1/2	100%	50	50	50	
Private Landscape R/W	100%	150	150	150	
Minor project NPDES - non-grading	100%	285	280	280	
NPDES Permit Building review only - Deposit	100%	2,265	2,265	2,265	
Over the Counter Plan Check		105	105	105	

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Third Party Review and Inspection</b>		Actual Cost		Actual Cost	
<b>Building Plan Check Fee only</b>		35% of total fee		35% of total fee	
<b>Energy Permit</b>		30% of bldg permit		30% of bldg permit	
<b>Energy Plan Check Fee only</b>		65% of energy permit		65% of energy permit	
<b>Building Permit Issuance Fee</b>		15	15	15	
<b>Accessibility Compliance</b>					
Miscellaneous accessibility compliance inspection	100%	100	100	100	
Parking Lot Restriping	100%	100	100	100	
Ramp	100%	200	200	200	
<b>Antenna</b>					
Radio <30 ft. each	100%	415	410	410	
Radio >30 ft. each	100%	415	410	410	
Dish> 2 ft. each	100%	285	280	280	
<b>Awning or Canopy (supported by building)</b>					
Awning or Canopy supported by building					
Awning Aluminum	100%	210	205	205	
Awning Canvas	100%	210	205	205	
<b>Balcony</b>					
Balcony Addition	100%	415	410	410	
Additional Balcony	100%	415	410	410	
Deck (wood) with footings	100%	465	460	460	
Additional Deck	100%	415	410	410	
<b>Carport</b>					
Carport	100%	605	600	600	
<b>Certificate of Occupancy</b>					
Certificate of Occupancy	100%	200	200	200	
Temporary Construction trailer with ramp	100%	695	685	685	
<b>Close Existing Openings</b>					
Interior wall	100%	210	205	205	
Exterior wall	100%	210	205	205	
<b>Covered Porch</b>					
Covered Porch	100%	415	410	410	
<b>Demolition</b>					
Demolition up to \$3,000 sq. ft.	100%	285	280	280	
Additional Demolition each add'l 3,000 sq. ft.	100%	285	280	280	
<b>Door</b>					
Replacement	100%	210	205	205	
Structural shear wall masonry	100%	210	205	205	
New door non structural	100%	465	460	460	
Each additional door 50% of first 1-5	100%	105	103	103	
<b>Fencing</b>					
Fence or Freestanding Wall - Wood up to 100 l.f.	100%	285	280	280	
Fence or free standing wall additional wood fend each	100%	210	205	205	
Chain Link up to 100 l.f.	100%	285	280	280	
additional chain link each additional 100 l.f.	100%	210	205	205	
Stucco with wood frame up to 100 l.f.	100%	285	280	280	
Additional stucco fence each additional 100 l.f.	100%	210	205	205	
Wire fence up to 100 l.f.	100%	285	280	280	
Wire fence each additional 100 l.f.	100%	210	205	205	
Wrought iron fence up to 100 l.f.	100%	285	280	280	
Additional iron fence each additional 100 l.f.	100%	210	205	205	
Masonry (Blockwall), 42" - 6' high up to 100 l.f.	100%	285	280	280	
Additional Masonry 42" - 6' high each additional 100 l.f.	100%	210	205	205	
Masonry (Block wall), Special design over 6' high up to 100 l.f.	100%	445	445	445	
Additional Masonry over 6' high each additional 100 l.f.	100%	325	325	325	
<b>Flag Pole</b>					
Flag pole	100%	285	280	280	
<b>Fireplace</b>					
Masonry or concrete	100%	335	330	330	
Metal	100%	285	280	280	
Factory Built	100%	285	280	280	

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened		Each Add'l 500 Sq. Ft
			Cost	Fee (Max Range)	
<b>Sprinkler Systems</b>					
Fire Sprinkler System up to 100 sprinklers	100%	515	510	510	
Additional sprinklers (1 hour min.)	100%	195	195	195	
<b>Garage</b>					
Wood frame up to 500 sq ft	100%	570	560	560	
Each additional 500 sq ft 35% of first 500 sq ft	100%	200	198	198	
Masonry up to 500 sq ft	100%	645	635	635	
Each additional 500 sq ft 35% of first 500 sq ft	100%	226	222	222	
Wood frame up to 420 sq. ft	100%	570	560	560	
Masonry up to 420 sq. ft.	100%	645	635	635	
<b>Grading (on-site)</b>					
Plan Review/Check	100%	1,460	1,445	1,445	
Inspection	100%	590	735	735	
<b>Lighting Pole</b>					
Lighting pole each	100%	210	205	205	
Each additional pole	100%	50	50	50	
<b>Partition</b>					
Partition - interior up to 30 l.f.	100%	210	205	205	
Partition additional 30 l.f.	100%	50	50	50	
<b>Patio Cover</b>					
Wood frame	100%	285	280	280	
Metal frame	100%	285	280	280	
Other frame	100%	285	280	280	
Additional patio	100%	120	120	120	
Enclosed wood frame	100%	330	325	325	
Enclosed metal frame	100%	330	325	325	
Additional enclosed patio	100%	330	325	325	
<b>Pile Foundation</b>					
Pile foundation up to 50 l.f. of pile	100%	695	685	685	
Concrete case in place	100%	695	685	685	
Steel piles	100%	695	685	685	
Additional pile foundation	100%	210	205	205	
<b>Plastering (Stucco)</b>					
Inside: per 100 l.f.	100%	140	135	135	
Outside: per 100 l.f.	100%	210	205	205	
Each additional 100 l.f.	100%	40	40	40	
<b>Retaining Wall</b>					
Concrete or masonry Standard 3-6' high up to 50 lf	100%	465	460	460	
Additional retaining wall each 50 sq. ft.	100%	70	70	70	
Concrete or masonry special design 7-9' high up to 50 lf	100%	480	485	485	
Concrete or masonry - additional retaining wall each 50 lf	100%	70	70	70	
Concrete or masonry special design 10'+ high up to 30 lf	100%	555	550	550	
Concrete or masonry additional retaining wall each 30 sf	100%	70	70	70	
<b>Reroofing</b>					
Gravel, Built up to 1500 sq. ft.	100%	195	195	195	
Composition shingles up to 1500 sq. ft	100%	120	120	120	
Fiberglass shingles up to 1500 sq. ft	100%	120	120	120	
Asbestos cement shingles up to 1500 sq. ft	100%	120	120	120	
Wood shingles to 1500 sq. ft	100%	195	195	195	
Wood shakes up to 1500 sq. ft	100%	195	195	195	
Aluminum shingles up to 1500 sq. ft	100%	195	195	195	
Clay tiles up to 1500 sq. ft	100%	195	195	195	
Concrete tile up to 1500 sq. ft	100%	195	195	195	
Each additional re-roof up to 1000 sq. ft	100%	50	50	50	
<b>Roof structure replacement</b>					
Roof structure replacement up to 100 s.f.	100%	285	280	280	
Additional roof structure replacement each 100 s.f.	100%	50	50	50	

**CITY OF STANTON  
FEES AND CHARGES  
BUILDING AND SAFETY FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description & Range	% of Recovery	Current Fee	Fully Burdened Cost	Fee (Max Range)	Each Add'l 500 Sq. Ft
<b>Room Addition</b>					
Up to 100 sq. ft.	100%	485	480	480	
101-300 sq. ft.	100%	655	650	650	
301-500 sq. ft.	100%	820	810	810	
501-700 sq. ft.	100%	1,010	995	995	
Each additional 200 sq. ft. over 700 sq. ft.	100%	165	160	160	
<b>Remodel - Residential</b>					
Less than 500 sq. ft.	100%	515	510	510	
Kitchen includes MEPS	100%	595	585	585	
Additional remodel - each 500 sq. ft.	100%	210	205	205	
<b>Sauna</b>					
Sauna - steam	100%	285	280	280	
<b>Siding</b>					
Aluminum up to 100 sq. ft.	100%	235	230	230	
Stone and Brick Veneer (Interior or exterior) up to 100	100%	235	230	230	
Other up to 100 sq. ft.	100%	235	230	230	
Additional siding 100 sq. ft.	100%	50	50	50	
<b>Sign</b>					
Monument signs - electrical not included	100%	415	410	410	
Channel letter signs - electrical not included	100%	280	275	275	
Nonilluminated signs	100%	210	205	205	
Sign Face Change	100%	150	150	150	
<b>Skylight</b>					
Less than 10 sq. ft.	100%	120	120	120	
Greater than 10' or structural	100%	235	230	230	
<b>Solar</b>					
Residential Solar Panels - 10 Kw or less w/exp pln ck	63%	250	410	250	
Residential Solar Panels - 15 Kw or less w/hmrl pln ck	91%	500	550	500	
Residential Solar Panels - Over 15 Kw	100%	30+15/Kw	685	500+15/Kw	
Commercial Solar Panels - 50 Kw or less	91%	1,000	1,085	1,000	
Commercial Solar Panels - 51 Kw-250 Kw	100%	1000+7/kw	1,645	1000+7/kw	
Commercial Solar Panels - Over 250 Kw	100%	1400+5/Kw	2,740	2400+5/Kw	
<b>Stairs</b>					
One story	100%	285	280	280	
Additional stairs per story	100%	280	275	275	
<b>Storage</b>					
Up to 100 linear feet	100%	285	280	280	
Additional racks (same type) - per 100 linear feet	100%	70	70	70	
<b>Swimming Pool, Spa or Hot Tub</b>					
Spa or Hot Tub - gunite only	100%	290	285	285	
Vinyl Lined up to 500 sq. ft.	100%	1,100	1,085	1,085	
Fiberglass up to 500 sq. ft.	100%	1,100	1,085	1,085	
gunite up to 500 sq. ft.	100%	1,100	1,085	1,085	
Additional pool over 500 sq. ft.	100%	95	95	95	
Commercial pool	100%	1,980	1,960	1,960	
pool/spa demo	100%	285	280	280	
portable spa/ self-contained equipment	100%	210	205	205	
portable spa - separate equipment	100%	285	280	280	
<b>Trash Enclosure</b>					
Trash enclosure	100%	415	410	410	
<b>Window or Sliding Glass Door</b>					
Replacement (1-5)	100%	210	205	205	
New window non structural (1-5)	100%	235	230	230	
New window structural shear wall masonry (1-5)	100%	465	460	460	
Bay window	100%	335	330	330	
Each Additional 50% of first 1-5	100%	105	103	103	



**CITY OF STANTON  
FEES AND CHARGES  
COMMUNITY SERVICES FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description	% Of Recovery	Current Fee	Fully Burdened Cost	Per	New Fee
<b>COMMUNITY SERVICES CENTER</b>					
Multi-purpose Room					
Resident	50%	73	140	hour	70
Non-Profit	50%	73	140	hour	70
Commercial Use, Non-Resident, Private Party	100%	145	140	hour	140
Deposits - Multi purpose Room		200	-	event	200
Extended Hours	100%	85	85	hour	85
<b>STANTON CENTRAL PARK</b>					
Stanton Central Park Picnic Shelters/Gazebo					
Resident	83%	75	90	flat	75
Non-Profit	83%	75	90	flat	75
Commercial Use, Non-Resident, Private Party	100%	100	90	flat	90
Deposits					
Resident/Non-Profit		100	-	flat	100
Commercial Use/Non-Resident		150	-	flat	150
Stanton Central Park Multi-Purpose Room					
Resident	100%	73	40	hour	40
Non-Profit	100%	73	40	hour	40
Commercial Use, Non-Resident, Private Party	100%	146	40	hour	40
Deposits					
Resident/Non-Profit		200	-	flat	200
Commercial Use/Non-Resident		300	-	flat	300
Stanton Central Park Sports Field Deposit One Time Use					
Resident/Non-Profit		100	-	flat	100
Commercial Use/Non-Resident		150	-	flat	150
Stanton Central Park Sports Field Deposit Multiple Use					
Resident/Non-Profit		300	-	flat	300
Commercial Use/Non-Resident		450	-	flat	450
Sports Field - Rental with Lights					
Resident	100%	50	50	hour	50
Non-Profit	100%	50	50	hour	50
Commercial Use, Non-Resident, Private Party	100%	50	50	hour	50
Sports Field - Rental without Lights					
Resident	57%	20	20	hour	20
Non-Profit	57%	20	20	hour	20
Commercial Use, Non-Resident, Private Party	100%	35	35	hour	35
<b>CITY HALL MULTI-PURPOSE ROOM</b>					
Full Community Center					
Resident	40%	158	375	hour	150
Non-Profit	40%	158	375	hour	150
Commercial Use, Non-Resident, Private Party	80%	316	375	hour	300
Deposits					
No Alcohol		400	-	event	400
With Alcohol		500	-	event	500
Maintenance Fee		165	-	event	165
Refund - 30 Days or More		50	-	event	50
Sports Field - Rental with Lights					
Resident	100%	55	55	hour	55
Non-Profit	100%	55	55	hour	55
Commercial Use, Non-Resident, Private Party	100%	55	55	hour	55
Sports Field - Rental without Lights					
Resident	50%	18	35	hour	18
Non-Profit	50%	18	35	hour	18
Commercial Use, Non-Resident, Private Party	100%	35	35	hour	35

**CITY OF STANTON  
FEES AND CHARGES  
COMMUNITY SERVICES FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

<u>Fee Description</u>	<u>% Of Recovery</u>	<u>Current Fee</u>	<u>Fully Burdened Cost</u>	<u>Per</u>	<u>New Fee</u>
Security					
Guard	100%	20	20	hour	20
Armed Guard	100%	20	20	hour	20
Dotson and Stanton Park Picnic Shelters					
Resident	50%	30	70	flat	35
Non-Profit	50%	30	70	flat	35
Commercial Use, Non-Resident, Private Party	100%	55	70	flat	70
Deposits					
Resident		50	-	flat	50
Non-Resident		100	-	flat	100
Picnic Shelter Refunds - 30 Days or More to Rental					
Resident/Non-Profit		30	-	flat	30
Commercial Use, Non-Resident, Private Party		60	-	flat	60

**CITY OF STANTON  
FEES AND CHARGES  
PUBLIC WORKS FEES  
EFFECTIVE JULY 1, 2018**

Attachment B

Fee Description	% Of Recovery	Current Fee	Fully Burdened Cost	Fee	Comments
Offsite Public Improvement Plan Review/Check	100%	5,820	6,765	6,765	
Offsite Public Improvement Inspection	100%	1,870	2,120	2,120	
Offsite Public Improvement Permit/Issuance Fee	100%	485	825	825	
Wide, Overweight, Overlong Load Review - Single	100%	21	20	20	Permit-Single Trip - State rate
Wide, Overweight, Overlong Load Review - Annual	100%	105	125	125	Permit-Annual/Repetitive Trips - State rate
Hazardous Material Clean-up	100%	0	-	-	- FBHR + Direct Costs/Deposit
Weed Abatement	100%	0	-	-	- FBHR + Direct Costs
Spilled Load Clean-up	100%	0	-	-	- FBHR + Direct Costs
Damage to City Property	100%	0	-	-	- FBHR + Direct Costs
Safeguard Private Property	100%	0	-	-	- FBHR + Direct Costs
Plan Check	100%	2605	2,775	2,775	
Encroachment Permit	100%	385	455	455	
Street Vacation Request Processing	100%	7,890	8,410	8,410	
Utility Street Cut Review and Inspection	100%	310	440	440	
Plans and Specs	100%	cost	cost	cost	
Grading Plan Review	100%	Trust Dep.		Trust Dep.	
Inspections	100%	Trust Dep.		Trust Dep.	
Parcel Map Review	100%	Trust Dep.		Trust Dep.	
Tract Map Review	100%	Trust Dep.		Trust Dep.	
Traffic Control Plan Check	100%	Trust Dep.		Trust Dep.	
Sewer Connection - City**	100%	2,835	2,900	2,900	
WQMP Exemption	100%	20	15	15	
WQMP Preliminary	100%	810	810	810	
WQMP Final	100%	1,620	1,620	1,620	
WQMP Non-Priority	100%	1,215	1,215	1,215	

\*These costs are charged on actual time and materials by incident based on fully burdened hourly rates established annually.

\*\* Additional fees may be required from Orange County Sanitation District

Minimum initial deposit to be determined by staff for all trust deposits. All City fees may require a trust deposit in addition to listed fees. Trust deposits may be used to recover time spent by the City Attorney, Traffic Engineer, NPDES Consultant, City Engineer, Geologist, and Biotechnical Consultant.

### General Plan Check Fee Schedule

WATER QUALITY MANAGEMENT PLAN - PLAN CHECK FEES - PRELIMINARY	
Category	Fee*
A development that creates 10,000 ft <sup>2</sup> or more of impervious surface	\$810
A development of or addition to an Automotive Repair Shop	\$810
Retail gasoline outlet of 5,000 ft <sup>2</sup> or more	\$810
Parking lot area of 5,000 ft <sup>2</sup> or more, and potentially exposed to urban runoff	\$810
Streets, roads, highways and freeways of 5,000 ft <sup>2</sup> or more (excluding routine	\$810
All significant redevelopment projects, where significant redevelopment is defined as the addition of 5,000 ft <sup>2</sup> or more of impervious surface on an already developed site	\$810

WATER QUALITY MANAGEMENT PLAN - PLAN CHECK FEES - FINAL	
Category	Fee*
A development that creates 10,000 ft <sup>2</sup> or more of impervious surface	\$1,620
A development of or addition to an Automotive Repair Shop	\$1,620
Retail gasoline outlet of 5,000 ft <sup>2</sup> or more	\$1,620
Parking lot area of 5,000 ft <sup>2</sup> or more, and potentially exposed to urban runoff	\$1,620
Streets, roads, highways and freeways of 5,000 ft <sup>2</sup> or more (excluding routine maintenance activities)	\$1,620
All significant redevelopment projects, where significant redevelopment is defined as the addition of 5,000 ft <sup>2</sup> or more of impervious surface on an already developed site	\$1,620

WATER QUALITY MANAGEMENT PLAN - PLAN CHECK FEES	
Category	Fee*
Non-Priority WQMP's	\$1,215
Exempt WQMP Projects (determine if project is exempt)	\$15

\* Non-refundable fee to be collected at the same time of initial submittal. There will be an

**CITY OF STANTON  
FEES AND CHARGES  
OTHER FEES ADOPTED BY SEPARATE ORDINANCE OR RESOLUTION  
LISTED FOR INFORMATION ONLY**

**City of Stanton  
Residential Development Impact Fees  
Resolution 2011-19**

<b>Impact Fees as of April 12, 2011</b>	<b>Low Density Fee</b>	<b>Median Density Fee</b>	<b>High Density Fee (1)</b>
Street Fee	\$ 650	\$ 456	\$ 398
Traffic Signal Fee	\$ 145	\$ 102	\$ 89
<b>Total Traffic Fee</b>	<b>\$ 795</b>	<b>\$ 558</b>	<b>\$ 487</b>
<b>Community Center Fee</b>	<b>\$ 295</b>	<b>\$ 295</b>	<b>\$ 295</b>
<b>Police Facilities Fee</b>	<b>\$ 267</b>	<b>\$ 267</b>	<b>\$ 267</b>

**Total Impact Fees (2)**

<b>\$ 1,357</b>	<b>\$ 1,120</b>	<b>\$ 1,049</b>
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(1) High Density Fee includes 11.1 to 60 dwelling units per acre and includes mixed use residential

(2) Yearly Increases by Cost of Living

The Council directs the City Manager or his/her designee to determine the rate increase of the Consumer Price Index at least 90 days prior to the public hearing required by section 66002 to determine whether a cost of living increase should be made to such development impact fees. Any such adjustments shall be based on the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers. The Consumer Price Index on January 1, 1978 equals one hundred. Any proposed adjustments based on CPI increases shall be considered at the annual public hearing required by section 66002.

**CITY OF STANTON  
FEES AND CHARGES  
OTHER FEES ADOPTED BY SEPARATE ORDINANCE OR RESOLUTION  
LISTED FOR INFORMATION ONLY**

**City of Stanton  
Park-In-Lieu Fees  
Resolution 2007-22**

Park-In-Lieu Fee as of July 1, 2011	Single Family	Duplex	Multi- Family	Mobile Home
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New Construction	\$ 11,173	\$ 11,379	\$ 9,732	\$ 6,410
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Additions < 500 sq. ft.	\$ -	\$ -	\$ -	\$ -
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Additions > 500 sq. ft see explanation and calculation below.

Multiply the percentage increase in unit size, not including the first 500 square feet of addition, by the appropriate fee as shown above. For example, if a 2,000 square foot single family home were to be increased by 1000 s.f., 25% (500 s.f. divided by 2,000 s.f) of the current \$11,173 Park In Lieu Fee, or a \$2,793 fee, would be assessed and due at time of building permit issuance.

Calculation:

		Size of Addition (sq. ft.)
-	500 sq. ft.	(Exempt)
=		Sq. ft. to be assessed
Divided by		Size of Existing D.U. sq. ft.
=		← If this is over 100%, use New Const. Fee as fee due
Multipled by		New Const. Fee for type of unit
=		PARK-IN-LIEU FEE DUE

**CITY OF STANTON  
FEES AND CHARGES  
OTHER FEES ADOPTED BY SEPARATE ORDINANCE OR RESOLUTION  
LISTED FOR INFORMATION ONLY**

**City of Stanton  
Fats, Oils, and Grease Program  
Resolution 2009-16**

Description	Fee
<b>Annual FOG Inspection:</b> Yearly inspection fee paid by food service establishments. Billed in conjunction with business license tax.	\$ 150
<b>Annual Sewer Mitigation Fee:</b> Yearly fee paid by food service establishments that do not have a grease control device. Billed in conjunction with business license tax.	\$ 150
<b>Initial FOG Permit Fee and Plan Review Fee:</b> Food Service Establishments. Permits issued shall be in effect for 5 years and are non-transferable.	\$ 550
<b>Subsequent FOG Permit Fee:</b> Food Service Establishments. Permits Issued shall be in effect for 5 years and are non-transferable	\$ 200
<b>Violation FOG Follow-up Inspections:</b> Follow-up inspection fee paid by food services establishments.	\$ 100 per inspection

**CITY OF STANTON  
FEES AND CHARGES  
OTHER FEES ADOPTED BY SEPARATE ORDINANCE OR RESOLUTION  
LISTED FOR INFORMATION ONLY**

**City of Stanton  
Orange County Sanitation District Connection Charges  
City of Stanton Retains 5% of total fee for administrative costs**

<b>Residential Connections</b>	<b>5+ Bedroom</b>	<b>4 Bedroom</b>	<b>3 Bedroom</b>	<b>2 Bedroom</b>	<b>1 Bedroom</b>	<b>Studio</b>
Single Family Units (SFR) Fee per Unit	\$ 4,643	\$ 3,976	\$ 3,341	\$ 2,705	\$ 2,069	\$ -
Multi Family Units (MFR) Fee per Unit	\$ 3,610	\$ 3,610	\$ 2,973	\$ 2,337	\$ 1,670	\$ 1,073
<b>Commercial / Industrial Units</b>		<b>Per Square Foot</b>	<b>Per Unit</b>			
(Note: Minimum Charge is \$3,341 per new connection)						
Low Capacity Demand		\$ 279				
Average Capacity Demand		\$ 1,734				
High Capacity Demand		\$ 4,118				
Number of Units at Minimum			\$ 3,341			



## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
Administrative Hearing	Processing a request to the Planning Commission for a waiver of an administrative citation.
Adult-Oriented Live Entertainer	Reviewing a request to operate in the City as an adult-oriented live entertainer.
Adult-Oriented Live Entertainer Renewal	Reviewing annual renewal request to operate in the City as an adult-oriented live entertainer.
Alcohol	A deposit is required for facility rental when alcohol is intended to be served.
Amendments to Approved Projects	Reviewing amendments to existing entitlements, such as Conditional Use Permits, Precise Plans of Development, Variances, Subdivision Maps, etc.
Annexation Processing	Reviewing a request to annex property to the city and determining the impact on city services.
Banner Permit	Reviewing proposed banners to insure that they fall within existing standards.
Building Board of Appeal	Holding a hearing before a convened Building Board in order to hear and decide appeals of orders, decisions or determination made by the Building Official relative to the application and interpretation of the uniform building codes.
Building Demolition Review and Inspection	Reviewing and inspecting a building prior to and during demolition.
Building Inspection - Permit Issuance	Providing a permit for inspection of building, electrical, plumbing and mechanical construction.
Building Inspection and Plan Check	Providing an inspection and plan check services for building, electrical, plumbing and mechanical construction to ensure compliance with appropriate code requirements.
Building Permit Extension	Requesting a timely extension to be filed prior to the expiration of a maximum 180 days to complete the building.
Building Permit Issuance Fee	Cost of Departmental Assistant issuing the building permit.

## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
Building Plan Check Fee Only	Providing only plan check services for building, electrical, plumbing and mechanical construction to ensure compliance with appropriate code requirements.
Building Plan Review	Reviewing building construction plans to assure compliance of the proposed work with appropriate code requirements.
Building Plan Revision Review	Reviewing revised plans to ensure that modification are in compliance with appropriate code requirements.
Business Tax Renewal Processing	Review and process the annual renewal of business licenses.
Business Tax Renewal Processing- Online	Review and process the annual renewal of business licenses, payment and processing online only
Change of Address	Administratively changing an address by formal notification by letter to all affected public and private entities (i.e. fire, sheriff, utility companies, postal authorities, etc.).
City Council Agenda/Minute Mailing Service	Print and mail Redevelopment and City Council Agendas and/or minutes requested by private citizens.
City Hall – Full Community Center	Rental of Community Center room located at City Hall located at 7800 Katella Ave.
Commercial Use, Non-Resident Private Party	Fees charged to those who are not residents of the City for specific services.
Community Services Center – Clean Up	Charge to provide additional clean up beyond the contracted amount. Located at 11822 Santa Paula.
Community Services Center – Extended Hours	Additional hours exceeding the contract amount. Located at 11822 Santa Paula.
Community Services Center – Kitchen	Rental of the kitchen in the Community Services Center. Located at 11822 Santa Paula.
Community Services Center – Multi-Purpose Room	Rental of the Community Services Center Multi-purpose room. Located at 11822 Santa Paula.

## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
Conditional Use Permit	Reviewing request for conditional use permit for a specific use of a specific parcel of property within terms of the zoning code.
Condominium Conversion Review	Review conditions that permit the conversion in conformity with all appropriate code requirements.
Damage to City Property	Repair damage to City property by private parties.
Deposit - City Attorney Review	Deposit collected for City Attorney to charge against while conducting a review of development related documents.
Deposits (Park & Recreation Fees)	To hold rental space and time for an event.
Determination of Public Convenience or Necessity	Staff review of a third party claim that an item is a public necessity when initially thought by the City to be a public convenience.
Development Agreement (DA) Review	Developing, negotiating and enforcing agreement to develop land within specific physical requirements in conjunction with the Stanton Redevelopment Agency.
Document Certification	Review City documents to verify that they are true and legal and provide proof of certification thereof.
Document Printing and Copying	Copy documents with city paper on the copy machine as requested by an individual.
Encroachment Permit	Review / inspect proposed work in the public right of way for conformance to City standards.
Energy Permit	Review of construction work to ensure California energy standards are met.
Energy Plan Check Fee Only	Review of plans to ensure California energy standards are met.
Environmental – Categorical Exempt Notice	Reviewing an application of eligibility as a site which is exempt from further environmental review and issuing a notice on the findings.
Environmental – Negative Declaration – Staff Preparation	Reviewing circumstances and filing a report declaring that the proposed project will have no adverse environmental impact.
Environmental Impact Report – Staff Review	Reviewing and commenting on a professionally

## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
	prepared environmental impact report.
Extended Hours	Cost of rental beyond the original contract time.
Final Parcel Map Check	Reviewing the final parcel map to determine extent to which it complies with appropriate code requirements. There is one fee for Community Development review and a second for Public Works review.
Final Tract Map Check	Reviewing final tract map to determine extent to which it complies with appropriate code requirements. There is one fee for Community Development review and a second for Public Works review.
Fish and Game Exemption Administrative Fee	Reviewing plans for their potential negative impact on locally endangered wildlife species, as well as collect the County's fee of \$50 for an exemption.
FOG (Fats, Oils, and Grease Discharges)	Manage, operate, inspect, and maintain all parts of the City's wastewater collection system in order to reduce and prevent Sanitary Sewer Overflows from fats, oils, and grease.
Garage Sale Permit and Inspection	Approval and enforcement of garage/yard sale permits.
General Plan Amendment Review	Reviewing, processing an application and making recommendations regarding proposed amendments to the City's Comprehensive General Plan to the Planning Commission and City Council.
General Plan Maintenance Surcharge	Updating the Comprehensive General Plan to be submitted to the Planning Commission approximately every 15 years for the complete plan, and every 5 years for the housing element.
General Plan Map Amendment	Processing of requests to amend the City's General Plan Map and time/costs associated with amending existing Map and printing new maps.
Grading (Onsite) Inspection	Reviewing and inspecting approved grading on private property.
Grading (Onsite) Plan Review/Check	Reviewing proposed grading plans to ensure compliance with appropriate codes and standards.

## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
Interpretation or Similar Use Determination	Review of request to determine if proposed use is similar to an existing use described in the Stanton Zoning Code.
Investigation for Compliance	Investigating a business situs for compliance with requirements for each or all of the following: code enforcement, planning, building, fire, AQMD and health.
Land Use Determination	Determination by the Planning Commission of appropriateness of uses that are not listed in the City zoning code.
Landscape Inspection	Inspecting commercial/industrial landscaping to ensure compliance to plans.
Landscape Plan Check	Reviewing commercial/industrial property owner landscape plan to assure compliance with appropriate code requirements.
Landscape Review Fee	To provide a review of proposed landscaping to assure compliance with appropriate code requirements.
Lot Line Adjustment Review	Reviewing the proposed change to the property boundary between two lots and issuing a certificate of compliance.
Mechanical, Plumbing, Electrical Inspection	Providing mechanical, plumbing, electrical inspection on construction projects.
Mechanical, Plumbing, Electrical Permit Issuance	Providing a permit to perform mechanical, plumbing and/or electrical construction.
Scanning of Building Plans/Permits	Microfilming of a building plan for City activities for use by City staff and the public.
Minor Conditional Use Permit	Reviewing request for minor conditional use permit for a specific use of a specific parcel of property within terms of the zoning code.
Minor Precise Plan of Design (Rm+)	Reviewing and processing application for construction or location of buildings on a specific parcel of land for a specific development review site plan to insure zoning code conformity.
Miscellaneous Plan Check Review	Time spent per quarter hour of a Planning

## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
Mitigated Monitoring - Construction	Associate reviewing a Plan Check item that does not fit into another category. Cost of setting up the mitigation monitoring plan at the construction stage to mitigate or eliminate adverse impacts to the environment and cost of providing on-going inspections of the project during construction activities.
Mitigated Negative Declaration Preparation	Preparing a mitigated negative declaration report that a proposed project will have no adverse impact.
Mitigated Negative Declaration Staff Review	Reviewing a mitigated negative declaration report prepared by other than the city staff and finding that a proposed project will have no adverse impact.
Mitigation Monitoring – Annual Maintenance	Providing an annual review of the mitigation plan for project requiring a mitigation monitoring program.
Municipal Code Subscription Service	Subscription to the City's Municipal Code including all updates.
New/Moved Business License Application	Review and process of new or moved business license applications and perform on site inspections of the business location.
New/Moved Business License Application - Online	Review and process of new or moved business license applications and perform on site inspections of the business location, payment and processing online only
No Alcohol	Deposit required for organizations renting facilities with no alcohol served.
Non-profit	Fees charged to organizations that are approved non-profit organizations by the State of California.
Norm Ross Field with Lights	To rent the field with lights.
Norm Ross Field without Lights	To rent the field without lights.
Nuisance Abatement	The cost to remove a nuisance from private property.
Park Picnic Shelters	To reserve a picnic shelter for private use at a City park.

## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
Parking Scofflaws/Auto Release Charge	Pursuing contemptuous law violators for non-payment of parking citations and administratively overseeing the removal by towing after five unpaid citations.
Plan Check	Miscellaneous plan review related to permit applications, development projects or construction
Plan Check Extension	Reviewing requests showing that the circumstances beyond the control of the permittee have prevented action from being taken on a building permit to determine if a time extension should be permitted.
Planning Commission Agenda/Minute Mailing Service	Print and mail Planning Commission Agendas/Minutes requested by private citizens and businesses.
Plans and Specifications	Providing plans and specifications for City projects to those interested.
Precise Plan of Development	Reviewing and processing application for construction or location of buildings on a specific parcel of land for a specific development. Review of site plan to insure zoning code conformity.
Preliminary Plan Review	Reviewing preliminary plans prior to formally submitting them in order to identify any special conditions and determine extent to which proposal complies with appropriate code requirements. Implementing a facilities pre-approved review process.
Processing Appeal to the City Council	Processing an appeal of a decision by the Planning Commission to the City Council.
Processing Appeal to the Planning Commission	Processing an appeal to the Planning Commission of an administrative staff decision.
Provisional Use Permit	The uses listed in any zoning districts which are allowed subject to the issuance of a conditional use permit may, on a limited basis, be allowed in such zoning district as a provisional use subject to the requirements of the municipal code.

## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
Reasonable Accommodations	Review of request for accommodations to determine appropriateness.
Recreational/Contractual Personnel	Costs for recreational staff
Relocation Review and Inspection	Reviewing the application for relocating a building into the City, and inspecting the building after the move.
Returned Check (NSF) Processing	Re-process checks returned due to insufficient funds
Safeguard Private Property	Safeguard private property being jeopardized due to a sudden condition.
Security	Costs for security staff
Sign Face Change	Reviewing proposed sign face change to ensure changes fall within existing City standards.
Sign Permit	Reviewing proposed signs to insure they fall within existing city standards.
Sign Program Review	Reviewing proposed sign criteria within multiple signed commercial centers or new monuments to ensure compatibility with existing city standards.
Site Plan Amendment - Minor	A ministerial review of a minor proposed site plan for a specific parcel to assure compliance with appropriate codes with no additional action required.
Special Events Permit Review	A special event permit is required for events/retail outdoor sales events which are held in open areas or within temporary structures, such as tents, trailers, and other such structures and which are not intended to serve the primary use of the lot.
Special Inspection/Re-inspection	Fees charged for inspections that are unique and not part specifically identified in the fee schedule or a project that requires a duplicate inspection for work previously performed.
Special License – Adult Establishment	Process various applications for unique establishments.
Special License (Film)	Process an application for filming within the



## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
Special Traffic/Curb Mark Service – Maintenance	City. Maintaining curb markings which benefit business property interests as opposed to general traffic safety.
Special Traffic/Curb Marking Services – Initial Request	Reviewing request for and, if approved, placing curb markings which benefit property business interests as opposed to general traffic safety.
Specific Plan Amendment	Reviewing and processing of an amendment to an existing specific plan.
Stanton Central Park Sports Field Rental with Lights	To rent the field with lights.
Stanton Central Park Sports Field Rental without Lights	To rent the field without lights.
Street Vacation Request Processing	Reviewing and providing a report and recommendation on the advisability of abandoning all or a portion of a public right-of-way.
Temporary Certificate of Occupancy	Determining that no substantial hazard exists for the temporary use of a portion or portions of a building prior to its completion.
Temporary Sign Review and Inspection	Reviewing temporary sign plans and inspecting sign on-site to assure compliance with appropriate code requirements.
Temporary Use Review	Reviewing request for a temporary use permit for a specific use (such as a carnival, Christmas tree lot, or construction trailer) of a specific parcel of property within terms of the zoning code.
Tentative Parcel Map Review	Reviewing tentative parcel map to identify any special conditions and determine extent to which it complies with appropriate code requirements.
Tentative Tract Map Review	Reviewing tentative tract map to identify any special conditions and determine extent to which it complies with appropriate code requirements.
Time Extension Review	Reviewing expiring tract maps and other developmental applications to determine if time

## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
	extensions should be permitted with or without new restrictions.
Variance Review by Planning Commission	Processing a request to the Planning Commission for a major variance from the requirements of the zoning code.
Vehicle Abandonment	Removing abandoned vehicle from either private or public property.
Vehicle Abatement	Identifying, preparing report on, towing and storing vehicles without registration, or vehicles abandoned on public highways.
Weed Abatement	To recover costs of weed abatement on private property due to a hazard.
Wide, Overweight, Overlong Load Review – Annual / Repetitive Trips	Reviewing request for permit and establishing route for wide, overweight, overlong vehicles through the City on an annual or repetitive trip basis.
Wide, Overweight, Overlong Load Review – Single Trip	Reviewing request for a single trip permit and establishing route for wide, overweight, overlong vehicles through the City. This fee is the same as the State rate.
WQMP Exemption	Reviewing an application of eligibility to determine if a site can be exempted from further review of a Water Quality Management Plan
WQMP Preliminary	Reviewing an initial Water Quality Management Plan to determine if water run-off complies with appropriate code requirements.
WQMP Final	Reviewing the final Water Quality Management Plan to determine if water run-off complies with appropriate code requirements.
Zone Change Review	Reviewing a request for change of zoning designation for a specific parcel(s).
Zoning Clearance	Researching information on zoning clearance for specific sites.
Zoning Code Amendment Review	Reviewing and processing application for a zone ordinance amendment.

## **City of Stanton Fees and Charges Definitions**

<b>Fee Name</b>	<b>Fee Description</b>
Zoning Confirmation Letter	Researching and issuing a letter providing information on zoning requirements for specific sites.
Zoning Map Amendment	Processing of requests to amend the City's Zoning Map and time/costs associated with amending existing Map and printing new maps.

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF STANTON  
AND THE COUNTY OF ORANGE FOR LAW ENFORCEMENT SERVICES**

### **REPORT IN BRIEF:**

This item is for approval of a new Five Year Agreement with the County of Orange for law enforcement services for the period from July 1, 2018 to June 30, 2023. This agreement proposes the cost for services for FY 2018-2019 at \$10,955,068.

### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms 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.
2. Approve the Five-Year Agreement for Law Enforcement Services between the City of Stanton and the County of Orange.
3. Authorize the City Manager to execute the Operations Agreement.

### **BACKGROUND:**

The City of Stanton has contracted with the Orange County Sheriff Department (OCSD) since 1988. Each fiscal year, the City has the opportunity to establish service levels.

There were significant budget reductions in 2011 and 2012 to Orange County Sheriff Department staffing consistent with budget reductions in every department in the City. With new voter-approved funding in November 2014, City Council approved the increase in OCSD service levels by two deputies in FY 15/16. Additional funding from the State in FY 17/18 added an additional deputy. Two of those three deputies are referred to as a Community Enhancement Deputies, who can devote time to specific issues in the City like addressing transient issues without having to respond to calls for service. The service level increases from FY 15/16 and FY 17/18 were maintained in the current fiscal year.

**ANALYSIS:**

The service level proposed in the OCSD Agreement for FY 2018-19 is the same that was adjusted in the Fifth Amendment to the Five-Year Agreement for Law Enforcement Services last fiscal year, which added a second Community Enhancement Deputy.

**FISCAL IMPACT:**

The amended agreement will result in a total expenditure of \$10,955,068 for FY 18/19, an increase of \$537,902 from the previously approved fifth amendment.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of CEQA, this project has been determined to be exempt under Section 15378(b)(4).

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the regular agenda process.

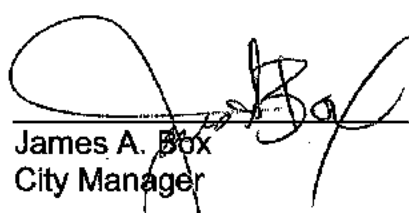
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

1. Provide a Safe Community

Prepared by:

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

Approved by:

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

Reviewed by:

---

Matthew E. Richardson  
City Attorney

Attachments:

A. Five Year Agreement Between the City of Stanton and the County of Orange

1 **FIVE-YEAR AGREEMENT**  
2 **BETWEEN THE**  
3 **CITY OF STANTON**  
4 **AND THE**  
5 **COUNTY OF ORANGE**  
6

7 **THIS AGREEMENT** is entered into this First day of May 2018, which date  
8 is enumerated for purposes of reference only, by and between the CITY OF  
9 STANTON, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a  
10 political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **WITNESSETH:**

12 **WHEREAS**, CITY wishes to contract with COUNTY for law enforcement  
13 services; and

14 **WHEREAS**, COUNTY is agreeable to rendering of such services, as  
15 authorized by Government Code sections 51301, and 55632 on the terms and  
16 conditions hereinafter set forth,

17 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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Attachment A: Regular Services by County

Attachment B: Payment

Attachment C: County Billing Policy

Attachment D: Forfeited and Seized Asset Policy

Attachment E: Operations Agreement

Attachment F: TVAP Resolution

Attachment G: TVAP Form

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**A. TERM:**

The term of this Agreement shall be for five (5) years, commencing July 1, 2018 and terminating June 30, 2023, unless earlier terminated by either party or extended in the manner set forth herein.

**B. OPTIONAL TERMINATION:**

COUNTY or CITY may terminate this Agreement, without cause, upon one hundred and eighty (180) days written notice to the other party.

**C. REGULAR SERVICES BY COUNTY:**

1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to a "SHERIFF", shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes.

Sheriff shall be responsible for the enforcement of all lawful CITY ordinances, except those enforced by CITY. CITY shall be responsible for the enforcement of all lawful CITY ordinances, except those enforced by Sheriff. Except as otherwise directed by CITY's Council, SHERIFF and CITY's Manager shall jointly determine which of CITY's lawful ordinances SHERIFF shall be responsible for enforcing.

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to the City Council.

3. Each fiscal year, at a date to be determined by CITY, COUNTY shall submit to CITY, in writing, a recommended level of service for the following fiscal year. CITY shall remit to COUNTY, in writing, its response to the recommended level of service. If the parties are unable to agree by June 30 of any fiscal year on the level of service to be provided by COUNTY to CITY

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 or on the amount to be paid by CITY for services to be provided by COUNTY  
3 for the following fiscal year, this Agreement will terminate as of September  
4 30 of the following fiscal year. If the parties do not agree by June 30 on the  
5 level of service and cost of services for the following fiscal year, between  
6 July 1 and September 30 of the following fiscal year, COUNTY will provide  
7 the level of service provided in the preceding fiscal year, and CITY shall be  
8 obligated to pay the costs of such services. The full cost of such services  
9 may exceed the cost of similar services provided in the prior fiscal year.

- 10 4. The level of service, to be provided by COUNTY for the period July 1, 2018  
11 through June 30, 2019, is set forth in Attachment A and incorporated herein  
12 by this reference.
- 13 5. For any service listed in Attachment A of this Agreement that is provided to  
14 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains  
15 the option to terminate such service in the event other city or cities that  
16 contract for the balance of the time of the employee providing the service no  
17 longer pays for such service and CITY does not request the Agreement be  
18 amended to pay 100% of the cost of the employee providing such service.  
19 The Maximum Obligation of CITY set forth in Subsection F-2 will be adjusted  
20 accordingly.
- 21 6. Reports, Copies, Licensing & Permits:
- 22 a. SHERIFF will handle requests for services such as: copies of Sheriff  
23 Department documents.
- 24 b. Fees for reports, copies, etc., as related to the services provided in this  
25 Agreement, will be at the COUNTY's established rates.
- 26 c. Licensing and permit fees required or authorized by CITY ordinance or  
27 resolution will be at the rate established by CITY and will be collected  
28 and retained by CITY.

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 d. COUNTY shall not provide any services related to any licensing or  
3 permits required by CITY ordinances or resolutions.

4 e. On the effective date of a City ordinance so providing, fees generated or  
5 collected by Sheriff contract personnel for response to false alarms in the  
6 CITY will be at CITY established rates and will be credited to CITY on an  
7 annual basis.

8 7. All services contracted for in this Agreement may not be operational on the  
9 precise date specified in this Agreement. In those instances, SHERIFF shall  
10 notify CITY Manager of the date or dates such service or services are to be  
11 implemented. COUNTY shall reduce the monthly charges to CITY, based  
12 on the actual date of implementation of the service or services. Charges  
13 shall be reduced on the next monthly billing tendered in accordance with  
14 Subsection F-4 of this Agreement.

15 8. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
16 leave in CITY the Lieutenant in charge of CITY Police Services.

17 If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF  
18 will notify CITY's Manager within four (4) hours. SHERIFF will return  
19 Lieutenant to CITY as soon as possible once the emergency situation is  
20 under control. During the Lieutenant's absence, SHERIFF will designate an  
21 acting Police Services Chief.

22 9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
23 CITY Manager, on behalf of CITY, are authorized to execute written  
24 amendments to this Agreement to increase or decrease the level of service  
25 set forth in Attachment A, when SHERIFF and CITY Manager mutually agree  
26 that such increase or decrease in the level of service is appropriate. Any  
27 such amendment to the Agreement shall concomitantly increase or decrease  
28 the cost of services payable by CITY set forth in Attachment B and

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 incorporated herein by this reference and the Maximum Obligation of CITY  
3 set forth in Subsection F-2, in accordance with the current year's COUNTY  
4 law enforcement cost study. SHERIFF and CITY Manager shall file copies of  
5 any such amendments to this Agreement with the Clerk of COUNTY's Board  
6 of Supervisors and CITY's. Amendments to this Agreement executed by  
7 SHERIFF and CITY Manager may not, in the aggregate, increase or  
8 decrease the cost of services payable by CITY by more than one percent  
9 (1%) of the total cost originally set forth in Attachment B and the Maximum  
10 Obligation originally set forth in Subsection F-2.

11 Prior approval by COUNTY's Board of Supervisors and CITY's Council is  
12 required before execution of any amendment that brings the aggregate total  
13 of changes in costs payable by CITY to more than one percent (1%) of the  
14 total cost originally set forth in Attachment B and the Maximum Obligation  
15 originally set forth in Subsection F-2 of the Agreement.

16 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

- 17 1. Enhanced services for events on CITY property. At the request of CITY,  
18 through its City Manager, SHERIFF may provide enhanced law enforcement  
19 services for functions, such as community events, conducted on property  
20 that is owned, leased or operated by CITY. SHERIFF shall determine  
21 personnel and equipment needed for such enhanced services. To the  
22 extent the services provided at such events are at a level greater than that  
23 specified in Attachment A of this Agreement, CITY shall reimburse COUNTY  
24 for such additional services, at an amount computed by SHERIFF, based on  
25 the current year's COUNTY law enforcement cost study. The cost of these  
26 enhanced services shall be in addition to the Maximum Obligation of CITY  
27 set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY  
28 immediately after each such event.

1 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)**

2 2. Supplemental services for occasional events operated by private individuals  
3 and entities on non-CITY property. At the request of CITY, through its City  
4 Manager, and within the limitations set forth in this Subsection D-2,  
5 SHERIFF may provide supplemental law enforcement services to preserve  
6 the peace at special events or occurrences that occur on an occasional  
7 basis and are operated by private individuals or private entities on non-CITY  
8 property. SHERIFF shall determine personnel and equipment needed for  
9 such supplemental services, and will provide such supplemental services  
10 only if SHERIFF is able to do so without reducing the normal and regular  
11 ongoing services that SHERIFF otherwise would provide to CITY pursuant to  
12 this Agreement. Such supplemental services shall be provided only by  
13 regularly appointed full-time peace officers, at rates of pay governed by a  
14 Memorandum of Understanding between COUNTY and the bargaining unit  
15 representing the peace officers providing the services. Such supplemental  
16 services shall include only law enforcement duties and shall not include  
17 services authorized to be provided by a private patrol operator, as defined in  
18 Section 7582.1 of the Business and Professions Code. Law enforcement  
19 support functions, including, but not limited to, clerical functions and forensic  
20 science services, may be performed by non-peace officer personnel if the  
21 services do not involve patrol or keeping the peace and are incidental to the  
22 provision of law enforcement services. CITY shall reimburse COUNTY its  
23 full, actual costs of providing such supplemental services at an amount  
24 computed by SHERIFF, based on the current year's COUNTY law  
25 enforcement cost study. The cost of these supplemental services shall be in  
26 addition to the Maximum Obligation of CITY set forth in Subsection F-2 of  
27 this Agreement. SHERIFF shall bill CITY immediately after each such event.

28 //

1 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)**

2 3. Supplemental services for events operated by public entities on non-CITY  
3 property. At the request of CITY, through its City Manager, and within the  
4 limitations set forth in this Subsection D-3, SHERIFF may provide  
5 supplemental law enforcement services to preserve the peace at special  
6 events or occurrences that occur on an occasional basis and are operated  
7 by public entities on non-CITY property. SHERIFF shall determine personnel  
8 and equipment needed for such supplemental services, and will provide  
9 such supplemental services only if SHERIFF is able to do so without  
10 reducing services that SHERIFF otherwise would provide to CITY pursuant  
11 to this Agreement, CITY shall reimburse COUNTY its full, actual costs of  
12 providing such supplemental services at an amount computed by SHERIFF,  
13 based in the current year's COUNTY law enforcement cost study. The cost  
14 of these supplemental services shall be in addition to the Maximum  
15 Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF  
16 shall bill CITY immediately after each such event.

17 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize  
18 the services of the Sheriff at events, for which CITY issues permits, that are  
19 operated by private individuals or entities or public entities. SHERIFF shall  
20 determine personnel and equipment needed for said events. If said events  
21 are in addition to the level of services listed in Attachment A of this  
22 Agreement, CITY shall reimburse COUNTY for such additional services at  
23 an amount computed by SHERIFF, based upon the current year's COUNTY  
24 law enforcement cost study. The cost of these services shall be in addition to  
25 the Maximum Obligation of CITY set forth in Subsection F-2 of this  
26 Agreement. SHERIFF shall bill CITY immediately after said services are  
27 rendered.

28 //

**D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)**

5. In accordance with Government Code 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment B and in the Maximum Obligation of CITY set forth in Subsection F-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment B and in the Maximum Obligation set forth in Subsection F-2 has been established in any fiscal year without written notification to the CITY.

**E. PATROL VIDEO SYSTEMS:**

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.
2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall

**E. PATROL VIDEO SYSTEMS: (Continued)**

not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2018 through June 30, 2019.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
5. COUNTY will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS after the cost of services set forth in Attachment B and the Maximum Obligation set forth in F-2 has been established in any fiscal year without written notification to the CITY.

**F. PAYMENT:**

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the costs of performing the services mutually agreed upon in this Agreement. The cost of services includes salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.

//



2. Unless the level of service set forth in Attachment A is decreased or increased in accordance with Subsection C-9, the Maximum Obligation of CITY for services set forth in Attachment A to be provided by the COUNTY for the period July 1, 2018 through June 30, 2019 shall be \$10,955,068. The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.
3. The Maximum Obligation of CITY for services provided for the 12 month periods commencing July 1, 2019, 2020, 2021, and 2022, will be determined annually by COUNTY and approved by CITY.
4. COUNTY shall invoice CITY monthly. During the period July 1, 2018 through June 30, 2019, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement, as said Maximum Obligation may have been increased or decreased in accordance with Subsections C-9. If a determination is made that increases described in Subsection F-8 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2018 and June 30, 2019.
5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment C.
6. COUNTY shall charge CITY late payment penalties in accordance with COUNTY Board of Supervisors' approved COUNTY Billing Policy.
7. Narcotic asset forfeitures will be distributed pursuant to Attachment D of the Agreement, which is incorporated herein by this reference.

//

1 **F. PAYMENT: (Continued)**

2 8a. At the time this Agreement is executed, there are unresolved issues  
3 pertaining to potential changes in salaries and benefits for COUNTY  
4 employees. The cost of such potential changes are not included in the  
5 Fiscal Year 2018-19, costs set forth in Attachment B nor in the Fiscal Year  
6 2018-19, Maximum Obligation of CITY set forth in Subsection F-2 of this  
7 Agreement. If the changes result in the COUNTY incurring or becoming  
8 obligated to pay for increased costs for or on account of personnel whose  
9 costs are included in the calculations of costs charged to CITY hereunder,  
10 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
11 Subsection F-2 of this Agreement, the full costs of said increases to the  
12 extent such increases are attributable to work performed by such personnel  
13 after July 1, 2018, and CITY's Maximum Obligation hereunder shall be  
14 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
15 such increases on a pro-rata basis over the portion of the period between  
16 July 1, 2018 and June 30, 2019 remaining after COUNTY notifies CITY that  
17 increases are payable. If the changes result in the COUNTY incurring or  
18 becoming obligated to pay for decreased costs for or on account of  
19 personnel whose costs are included in the calculations of costs charged to  
20 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
21 the extent such decreases are attributable to work performed by such  
22 personnel during the period July 1, 2018 through June 30, 2019, and CITY's  
23 Maximum Obligation hereunder shall be deemed to have decreased  
24 accordingly. COUNTY shall reduce required payment by CITY in full for  
25 such decreases on a pro-rata basis over the portion of the period between  
26 July 1, 2018 and June 30, 2019 remaining after COUNTY notifies CITY that  
27 the Maximum Obligation has decreased.

28 //

1 8b. If CITY is required to pay for increases as set forth in Subsection F-8a  
2 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
3 service to be provided to CITY pursuant to Attachment A of this Agreement  
4 to a level that will make the Maximum Obligation of CITY hereunder an  
5 amount specified by CITY that is equivalent to or higher or lower than the  
6 Maximum Obligation set forth in Subsection F-2 for said period at the time  
7 this Agreement originally was executed. The purpose of such adjustment of  
8 service levels will be to give CITY the option of keeping its Maximum  
9 Obligation hereunder at the pre-increase level or at any other higher or lower  
10 level specified by CITY. In the event of such reduction in level of service  
11 and adjustment of costs, the parties shall execute an amendment to this  
12 Agreement so providing. Decisions about how to reduce the level of service  
13 provided to CITY shall be made by SHERIFF with the approval of CITY.

14 **G. NOTICES:**

- 15 1. Except for the notices provided for in Subsection 2 of this Section, all notices  
16 authorized or required by this Agreement shall be effective when written and  
17 deposited in the United States mail, first class postage prepaid and  
18 addressed as follows:

19 **CITY:** ATTN: CITY MANAGER  
20 7800 KATELLA AVE  
21 STANTON, CA 90680

22 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
23 SHERIFF-CORONER DEPARTMENT  
24 320 NORTH FLOWER STREET, SUITE 108  
25 SANTA ANA, CA 92703

- 26 2. Termination notices shall be effective when written and deposited in the  
27 United States mail, certified, return receipt requested and addressed as  
28 above.

**H. STATUS OF COUNTY:**

COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees, shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

**I. STATE AUDIT:**

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.

**J. ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

**K. INDEMNIFICATION:**

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents,

**K. INDEMNIFICATION: (Continued)**

employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and

1 **K. INDEMNIFICATION: (Continued)**

2 independent contractors from any claim, demand or liability whatsoever  
3 based or asserted upon any act or omission of COUNTY or its elected and  
4 appointed officials, officers, agents, employees, subcontractors or  
5 independent contractors related to this Agreement, for property damage,  
6 bodily injury or death or any other element of damage of any kind of nature,  
7 and COUNTY shall defend, at its expense, including attorney fees, and with  
8 counsel approved in writing by CITY, CITY and its elected and appointed  
9 officials, officers, agents, employees, subcontractors and independent  
10 contractors in any legal action or claim of any kind based or asserted upon  
11 such alleged acts or omissions.

12 **L. OWNERSHIP OF POLICE BUILDING:**

13 CITY will retain title to the land and building used for the Stanton Sheriff Station.  
14 CITY agrees to lease the premises to COUNTY for no further consideration,  
15 during the period of this Agreement. Said lease, hereinafter LEASE, has been  
16 memorialized in a separate document entitled "Stanton Sheriff Station Lease  
17 Agreement" and dated August 17, 2010.

18 **M. OPERATIONS AGREEMENT:**

- 19 1. CITY's Manager and COUNTY's SHERIFF were previously authorized to  
20 execute, on behalf of CITY and COUNTY, respectively, the Operations  
21 Agreement attached hereto as Attachment E and incorporated herein by this  
22 reference.
- 23 2. Within the limitations set forth below, SHERIFF, on behalf of the COUNTY,  
24 and CITY Manager, on behalf of CITY, are authorized to execute written  
25 amendments to the Operations Agreement. Amendments may be executed  
26 by SHERIFF and CITY Manager without prior approval by CITY's Council  
27 and COUNTY's Board of Supervisors only if they pertain to the same subject  
28 matter as the original Operations Agreement attached hereto and do not, in

1 **M. OPERATIONS AGREEMENT: (Continued)**

2 the aggregate, increase or decrease this Agreement by more than one  
3 percent (1%).

4 Prior approval of CITY's Council and COUNTY's Board of Supervisors is  
5 necessary for any other amendment of the Operations Agreement.  
6 SHERIFF and CITY Manager shall file copies of any amendments to the  
7 Operations Agreement with the Clerk of COUNTY's Board of Supervisors  
8 and CITY's Clerk.

9 **N. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

- 10 1. COUNTY has established a Traffic Violator Apprehension Program ["the  
11 Program"], which is operated by SHERIFF, and is designed to reduce  
12 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
13 are suspended and to educate the public about the requirements of the  
14 Vehicle Code and related safety issues with regard to driver licensing,  
15 vehicle registration, vehicle operation, and vehicle parking. The Program  
16 operates throughout the unincorporated areas of the COUNTY and in the  
17 cities that contract with COUNTY for SHERIFF's law enforcement services,  
18 without regard to jurisdictional boundaries, because an area-wide approach  
19 to reduction of traffic accidents and driver education is most effective in  
20 preventing traffic accidents. In order for CITY to participate in the Program,  
21 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the  
22 amount and under the terms and conditions set forth in the TVAP resolution  
23 that is attached to the Agreement as Attachment F and incorporated into the  
24 Agreement by reference, and has directed that the revenue from such fee be  
25 used for the Program. CITY's participation in the Program may be  
26 terminated at any time by rescission or amendment of the TVAP resolution  
27 that is attached to the Agreement as Attachment F. In the event CITY 1)  
28 amends said TVAP resolution, or rescinds said TVAP resolution and adopts

**N. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of the Agreement to substitute CITY's amended or new TVAP resolution for Attachment F to the Agreement, as long as said amendment to the Agreement does not materially change any other provision of the Agreement.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.

3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:

- Ten one hundredths of one (0.10) Sergeant  
(8 hours per two-week pay period)
- One (1) Staff Specialist  
(80 hours per two-week pay period)
- One (1) Office Specialist  
(80 hours per two-week pay period)

4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G.

The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their



1 **N. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

2 entire useful life, only for purposes authorized by its TVAP resolution in  
3 effect at the time of purchase.

4 In the event that CITY terminates its participation in the Program, CITY  
5 agrees that the equipment purchased by CITY and reimbursed by Program  
6 funds will continue to be used, during the remainder of its useful life,  
7 exclusively for the purposes authorized by CITY's TVAP resolution in effect  
8 at the time of purchase.

9 In the event the fees adopted by COUNTY, CITY and other participating  
10 jurisdictions are not adequate to continue operation of the Program at the  
11 level at which it operated previously, COUNTY, at the option of CITY, will  
12 reduce the level of Program service to be provided to CITY or will continue to  
13 provide the existing level of Program services. COUNTY will charge CITY  
14 the cost of any Program operations that exceed the revenue generated by  
15 fees. Such charges shall be in addition to the Maximum Obligation of CITY  
16 set forth in Subsection F-2 of this Agreement. The amount of any revenue  
17 shortfall charged to CITY will be determined, at the time the revenue shortfall  
18 is experienced, according to CITY's share of Program services rendered. In  
19 the event of a reduction in level of Program service, termination of Program  
20 service or adjustment of costs, the parties shall execute an amendment to  
21 the Agreement so providing. Decisions about how to reduce the level of  
22 Program service provided to CITY shall be made by SHERIFF with the  
23 approval of CITY.

24 **O. MOBILE DATA COMPUTERS:**

- 25 1. As part of the law enforcement services to be provided to CITY, COUNTY  
26 has provided, or will provide, mobile data computers (hereinafter called  
27 "MDCs") that are or will be mounted in patrol vehicles and motorcycles  
28 designated by COUNTY for use within CITY limits.

1 **O. MOBILE DATA COMPUTERS: (Continued)**

2 2. SHERIFF has the exclusive right to use said MDCs for law enforcement  
3 services related to the Agreement.

4 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
5 installation of MDCs that are or will be mounted in patrol vehicles and  
6 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary  
7 by COUNTY, including the costs of maintenance and contributions to a fund  
8 for replacement and upgrade of such MDCs when they become functionally  
9 or technologically obsolete.

10 The costs to be paid by CITY for recurring costs, including maintenance and  
11 replacement/upgrade of MDCs, are included in the costs set forth in  
12 Attachment B and the Maximum Obligation of CITY set forth in Subsection  
13 F-2 of this Agreement unless CITY has already paid such costs. CITY shall  
14 not be charged additional amounts for maintenance or replacement/upgrade  
15 of said MDCs during the period July 1, 2018 through June 30, 2019.

16 4. If, following the initial acquisition of MDCs referenced above, CITY requires  
17 MDCs for additional patrol cars or motorcycles designated for use in the  
18 CITY, or for CITY Emergency Operations Center, COUNTY will purchase  
19 said additional MDCs. Upon demand by COUNTY, CITY will pay to  
20 COUNTY a) the full costs of acquisition and installation of said additional  
21 MDC's, and b) the full recurring costs for said MDCs, as deemed necessary  
22 by COUNTY, including the costs of maintenance, and contributions to a fund  
23 for replacement and upgrade of such MDCs when they become functionally  
24 or technologically obsolete. Said costs related to additional MDCs are not  
25 included in, and are in addition to, the costs set forth in Attachment B and  
26 the Maximum Obligation of CITY set forth in Subsection F-2 of this  
27 Agreement.

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1 **O. MOBILE DATA COMPUTERS: (Continued)**

- 2 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of  
3 replacing/upgrading MDCs shall be paid by COUNTY from the  
4 replacement/upgrade funds to be paid by CITY in accordance with the  
5 foregoing. CITY shall not be charged any additional charge to replace or  
6 upgrade MDCs.

7 **P. E-CITATION UNITS:**

- 8 1. As part of the law enforcement services to be provided to CITY, COUNTY  
9 has provided, or will provide, E-Citation units designated by COUNTY for  
10 use within CITY limits.  
11 2. SHERIFF has the exclusive right to use said E-Citation units for law  
12 enforcement services related to this Agreement.  
13 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
14 E-Citation units that are assigned to CITY, and b) recurring costs, as  
15 deemed necessary by COUNTY, including the costs of maintenance and  
16 contributions to a fund for replacement and upgrade of such E-Citation units  
17 when they become functionally or technologically obsolete.

18 The costs to be paid by CITY for recurring costs, including maintenance and  
19 replacement/upgrade of E-Citation units, are included in the costs set forth  
20 in Attachment B and the Maximum Obligation of CITY set forth in  
21 Subsection F-2 of this Agreement unless CITY has already paid such costs.  
22 CITY shall not be charged additional amounts for maintenance or  
23 replacement/upgrade of said E-Citation units during the period July 1, 2018  
24 through June 30, 2019.

- 25 4. If, following the initial acquisition of E-Citation units referenced above, CITY  
26 requires E-Citation units designated for use in CITY, COUNTY will purchase  
27 said additional E-Citation units. Upon demand by COUNTY, CITY will pay  
28 to COUNTY a) the full costs of acquisition of said additional E-Citation units,

1 **P. E-CITATION UNITS: (Continued)**

2 and b) the full recurring costs for said E-Citation units, as deemed  
3 necessary by COUNTY, including the costs of maintenance, and  
4 contributions to a fund for replacement and upgrade of such E-Citation units  
5 when they become functionally or technologically obsolete. Said costs  
6 related to additional E-Citation units are not included in, and are in addition  
7 to, the costs set forth in Attachment B and the Maximum Obligation of CITY  
8 set forth in Subsection F-2 of this Agreement.

- 9 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs  
10 of replacing/upgrading E-Citation units shall be paid by COUNTY from the  
11 replacement/upgrade funds to be paid by CITY in accordance with the  
12 foregoing. CITY shall not be charged any additional charge to replace or  
13 upgrade E-Citation units.

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IN WITNESS WHEREOF, the parties have executed the AGREEMENT  
in the County of Orange, State of California.

DATED: \_\_\_\_\_

CITY OF STANTON

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Chairman of the Board of Supervisors

Signed and certified that a copy of this Document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535  
Attest:

BY: \_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
County of Orange, California

APPROVED AS TO FORM:  
Office of the County Counsel  
County of Orange, California

BY: Mr. W. A. S.  
Deputy

DATED: 5/24/18

**ORANGE COUNTY SHERIFF-CORONER  
FY 2018-19 LAW ENFORCEMENT CONTRACT  
CITY OF STANTON**

**"REGULAR SERVICES BY COUNTY"  
(Subsection C-4)**

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>MANAGEMENT:</b>			
Lieutenant		1.00	
<b>SUPERVISION:</b>			
Sergeant	Investigative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
<b>INVESTIGATION SERVICES:</b>			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		2.00	each, 80 hrs./ per two wk. pay period
<b>PATROL AND TRAFFIC SERVICES*:</b>			
Deputy Sheriff II -Patrol	Patrol	22.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	1.00	80 hrs./ per two wk. pay period
<b>CLERICAL SERVICES:</b>			
Office Specialist	Office support	2.00	each, 80 hrs./ per two wk. pay period
<b>ADDITIONAL SERVICES:</b>			
Cadets		2.00	each, 40 hrs./per two wk pay period
<b>TOTAL</b>		<b>37.00</b>	

\* Deployment to be determined by SHERIFF in cooperation with CITY Manager

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation
<b>TRAFFIC:</b>			
Sergeant	Traffic	0.60	6.92%
Deputy Sheriff II	Traffic	4.00	6.92%
Investigative Assistant	Traffic	2.00	6.92%
Office Specialist	Traffic	1.00	6.92%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	14.53%
Investigator	Auto Theft	2.00	14.53%
Investigative Assistant	Auto Theft	1.00	14.53%
Office Specialist	Auto Theft	1.00	14.53%
<b>MOTORCYCLE (shared Supervision):</b>			
Sergeant	Motorcycle Supervision	1.00	3.23%
<b>TOTAL</b>		<b>12.90</b>	

**ORANGE COUNTY SHERIFF-CORONER  
FY 2018-19 LAW ENFORCEMENT CONTRACT  
CITY OF STANTON**

**"PAYMENT"  
(Subsection F-2)**

**COST OF SERVICES PROVIDED BY SHERIFF (Subsection F-2):**

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
<b>MANAGEMENT:</b>				
Lieutenant		1.00	\$ 367,895	\$ 367,895
<b>SUPERVISION:</b>				
Sergeant	Investigative	1.00	\$ 304,781	\$ 304,781
Sergeant	Patrol	4.00	\$ 315,392	\$ 1,261,568
<b>INVESTIGATION SERVICES:</b>				
Investigator		2.00	\$ 270,682	\$ 541,364
Investigative Assistant		2.00	\$ 118,611	\$ 237,221
<b>PATROL AND TRAFFIC SERVICES:</b>				
Deputy Sheriff II -Patrol	Patrol	22.00	\$ 257,619	\$ 5,667,618
Deputy Sheriff II -Motor	Motorcycle	1.00	\$ 263,042	\$ 263,042
<b>CLERICAL SERVICES:</b>				
Office Specialist	Office support	2.00	\$ 90,517	\$ 181,034
<b>ADDITIONAL SERVICES:</b>				
Cadets		2.00	\$ 21,735	\$ 43,469
<b>TOTAL POSITIONS</b>		<b>37.00</b>		<b>\$ 8,867,992</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	6.92%	\$ 16,066
Deputy Sheriff II	Traffic	4.00	6.92%	\$ 77,785
Investigative Assistant	Traffic	2.00	6.92%	\$ 17,513
Office Specialist	Traffic	1.00	6.92%	\$ 7,061
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	14.53%	\$ 16,917
Investigator	Auto Theft	2.00	14.53%	\$ 90,264
Investigative Assistant	Auto Theft	1.00	14.53%	\$ 18,988
Office Specialist	Auto Theft	1.00	14.53%	\$ 14,947
<b>MOTORCYCLE (shared Supervision):</b>				
Sergeant	Motorcycle Supervision	1.00	3.23%	\$ 11,264
<b>TOTAL REGIONAL/SHARED</b>		<b>12.90</b>		<b>\$ 270,805</b>

**OTHER CHARGES AND CREDITS (Subsection F-2):**

**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; E-Citation recurring costs for six (6) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-three (23) units; on-call pay; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for sixteen (16) units; and transportation charges.

**CREDITS:**

Credits include: Deployment savings; estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2018-19.

<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 1,816,271</b>
<b>TOTAL COST OF SERVICES (Subsection F-2)</b>	<b>\$ 10,955,068</b>

**COUNTY BILLING POLICY**  
**APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

**I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

**II. DEFINITIONS**

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

**III. FIXED PRICE CONTRACTS**

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
  - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.



2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

#### IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

#### V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

## **IX. DEFERRED REVENUE**

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

## **X. COST RECOVERY**

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

## **XI. EXISTING CONTRACTS**

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

## **XII. DEVIATIONS FROM POLICY**

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

## **POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS**

### **BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

#### **1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS**

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel other than RNSP personnel, and subsequently forfeited to COUNTY, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval by the forfeiting agency (U.S. Attorney or State) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, SHERIFF shall apply to the forfeiting agency for the return of a share of the assets to COUNTY. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by non-RNSP personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by non-RNSP SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which non-RNSP SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

## NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

Assets (cash or property) that are returned to COUNTY by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.

## 2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.

CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding.

Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.

## 1 OPERATIONS AGREEMENT

## 2 BETWEEN THE

## 3 SHERIFF-CORONER

## 4 AND THE

## 5 CITY OF STANTON

6 Effective July 1, 2018

7  
8 The purpose of this OPERATIONS AGREEMENT is to define, in greater detail,  
9 the areas of responsibility between the CITY OF STANTON, hereinafter referred to as  
10 "CITY" and COUNTY OF ORANGE, SHERIFF-CORONER, hereinafter referred to as  
11 "SHERIFF".

## 12 A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND PROPERTY:

13 1. Public Access to Stanton Police Services Building

14 The Stanton Police Services Building will be open to the public depending  
15 on the availability of volunteers approved by Police Services. The hours of  
16 operation will be determined by the Lieutenant in charge of Police Services  
17 in consultation with the CITY Manager.

18 2. Personnel Authorized to Use the Facility

19 SHERIFF will utilize the Stanton Police Services Building for SHERIFF  
20 employees whose services are contracted to CITY. SHERIFF and CITY  
21 agree that effective January 25, 2013, SHERIFF personnel who are  
22 regularly deployed to deliver services to various unincorporated areas,  
23 generally located in West Orange County, may operate in and out of the  
24 Police Building as a regular duty station.

25 3. Booking Prisoners at the Police Building

26 Prisoners will not be booked or housed at the Stanton Police Services  
27 Building, with the exception of SHERIFF Community Work Program  
28 participants.

1 **A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND**  
2 **PROPERTY: (Continued)**

3 4. Fingerprinting Services

4 Citizen fingerprinting services will be performed at SHERIFF's facility in  
5 Santa Ana.

6 **B. PERSONNEL AND DEPLOYMENT:**

- 7 1. All Deputy Sheriff, Investigator, Sergeant and Management Services  
8 positions, shall be full-time, paid positions.
- 9 2. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
10 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF  
11 determines that the Lieutenant is needed elsewhere, SHERIFF will notify  
12 CITY's Manager within four (4) hours. SHERIFF will return Lieutenant to  
13 CITY as soon as possible once the emergency situation is under control.  
14 During the Lieutenant's absence, SHERIFF will designate an acting Police  
15 Services Chief.
- 16 3. Except as otherwise indicated in the Agreement, personnel assigned to  
17 Patrol, Management, Supervision, General Investigation, Clerical and  
18 Additional Services shall be assigned to full-time positions (80 hours per  
19 two-week pay period) in CITY. As used herein, the term "full-time position"  
20 contemplates that the employees assigned to CITY will not report to their  
21 CITY assignments, but that CITY will pay the full costs for said employees  
22 as set forth herein, during the following:
- 23 a. COUNTY-paid holidays.
- 24 b. Sick leave to the extent that it does not exceed the greater of (1) 12 days  
25 per year, per position, or (2) the amount of leave accrued by an  
26 employee assigned to CITY during the time he or she has been  
27 assigned to CITY.

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1 **B. PERSONNEL AND DEPLOYMENT: (Continued)**

2 c. Vacation leave to the extent it does not exceed an amount permitted by  
3 COUNTY to be accumulated by an employee at any one time.

4 d. Training as mandated by the California Commission on Peace Officers  
5 Standards and Training (P.O.S.T.) or as mandated by SHERIFF.

6 e. Bereavement leave as authorized by COUNTY.

7 f. Jury duty leave as authorized by COUNTY.

8 g. Participation in specialized SHERIFF services that are available  
9 throughout the County, including in CITY, without charge, in accordance  
10 with COUNTY Resolution No. 89-1160.

11 h. Responses to mutual aid and natural or man-made disasters or  
12 emergencies.

13 4. A position unfilled for any period as a result of Workers' Compensation  
14 leave shall be considered on leave. A position unfilled for any period as a  
15 result of reassignment to another function within SHERIFF's Department  
16 shall be considered vacant. The COUNTY will provide a credit to the CITY  
17 for the hours a position is vacant. The credit may be offset with overtime  
18 and reconciled at fiscal year-end.

19 5. In the event an employee assigned to the CITY participates in specialized  
20 SHERIFF services as described in Subsection 3-g above, and the SHERIFF  
21 determines that overtime coverage of the employee's absence at CITY is  
22 required, the additional cost of such overtime will not be charged to the  
23 CITY.

24 6. In the event the COUNTY receives reimbursement for services as described  
25 in Subsection 3-h above that are provided by COUNTY personnel assigned  
26 to CITY, the COUNTY will credit the reimbursement to the CITY, unless the

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1 **B. PERSONNEL AND DEPLOYMENT: (Continued)**

2 work usually performed by COUNTY personnel for Stanton is otherwise  
3 performed by COUNTY during the period when COUNTY personnel  
4 assigned to Stanton are providing services described in Subsection 3-h  
5 above.

6 **C. TELEPHONE USED BY CITIZENS:**

7 A telephone shall be maintained outside the Stanton Police Station building.  
8 The telephone is to be used by citizens requesting services. When the receiver  
9 is lifted, the telephone will ring at SHERIFF'S Emergency Communications  
10 Bureau or other location designated by SHERIFF. SHERIFF is responsible for  
11 payment and maintenance of the telephone line and equipment located outside  
12 the Stanton Police Station building.

13 **D. TRAFFIC AND PARKING IN THE AREA OF THE POLICE BUILDING:**

- 14 1. CITY shall maintain a traffic signal at Cedar Street and Katella Avenue.  
15 2. CITY shall install and maintain physical barriers that do not permit  
16 westbound wrong way traffic movement on Stanton Park Road at the south  
17 end of Cedar Street and on Stanton Park Road where it opens onto Beach  
18 Boulevard.  
19 3. CITY shall establish a 30-minute parking zone on the east side of Cedar  
20 Street in front of the Police Building.  
21 4. CITY shall enforce municipal parking ordinances on Cedar Street in front of  
22 the Police Building and in the Stanton Civic Center parking structure on  
23 Cedar Street.

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**IN WITNESS WHEREOF**, authorized representatives of the parties have executed the OPERATIONS AGREEMENT in the County of Orange, State of California.

DATED: \_\_\_\_\_

CITY OF STANTON

BY: \_\_\_\_\_  
CITY MANAGER

DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_  
SHERIFF-CORONER

**APPROVED AS TO FORM:**  
Office of the County Counsel  
County of Orange, California

BY: *[Signature]*  
Deputy

DATED: 5/24/18

**RESOLUTION NO. 2000-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE TRAFFIC VIOLATOR, APPREHENSION PROGRAM INSTITUTED BY THE ORANGE COUNTY SHERIFF-CORONER**

**WHEREAS**, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

**WHEREAS**, the Sheriff operates said Traffic Violator Apprehension Program in the incorporated areas of Orange County and in the cities in Orange County that contract for the Sheriff's law enforcement services, including this City; and

**WHEREAS**, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Stanton because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

**WHEREAS**, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas of the County that are identical to those described herein; and

**WHEREAS**, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and

**WHEREAS**, the Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and

**WHEREAS**, the Orange County Board of Supervisors had directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff's law enforcement services; and

**WHEREAS**, the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program; and

**WHEREAS**, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and

**WHEREAS**, the Sheriff has advised this Council of his plans to seek adoption, by the City Councils of each of the other cities that contract for the Sheriffs law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and

**WHEREAS**, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in this City during the normal course of duty; and

**WHEREAS**, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:

**Vehicle Code Section and Impound Ground**

14602.6	Suspended, revoked or unlicensed driver/30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h)(1)	Driver arrested
22651 (h)(2)	Order of suspension or revocation pursuant to Section 13388
22651 (i)(1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over seventy-two hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o)(1)	Delinquent vehicle registration
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22655.3	Removal for investigation (fleeing in violation of Section 2800.1 or 2800.2)
22655.5(b)	Vehicle is evidence of crime
22669	Abandoned vehicle; and

**WHEREAS**, Vehicle Code Section 22850.5 authorizes this Council, by Resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage or release of properly impounded vehicles; and

**WHEREAS**, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code Section 22850.5:

(a) \$152 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code Section 14602.6, which relates to the licensing status of the driver; and/or

(b) \$50 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above; and

**WHEREAS**, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code Section 14602.6 exceed \$152 per impound; and

**WHEREAS**, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed \$50 per impound; and

**WHEREAS**, the above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code Section 14602.6; and

**WHEREAS**, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and

**WHEREAS**, Vehicle Code Section 22850.5 imposes the following restrictions on the imposition of an administrative fee:

(a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and

(b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

**WHEREAS**, it also is unfair to impose the administrative fee authorized by Vehicle Code Section 22850.5 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted; (2) when the vehicle was stolen; (3) when the vehicle was left by an ill or injured driver; and, (4) when it was demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

**WHEREAS**, a notice of public hearing with respect to the proposed new fees was given in accordance with applicable law; and

**WHEREAS**, a public hearing pertaining to said proposed new fees was held on October 10, 2000.

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

**SECTION 1.** That this Council finds, in accordance with California Public Resources Code Section 21080(b)(8), that the charges listed herein below are only for the purposes of meeting the operating expenses and are, therefore, exempt from compliance with the California Environmental Quality Act.

**SECTION 2.** That on October 10, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this City in accordance with or on account of violation of the provisions of the Vehicle Code listed below:

(a) A fee of \$152 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code Section 14602.6; and

(b) A fee of \$50 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code Section:

- 14602.6 Suspended, revoked or unlicensed driver/30-day hold
- 22651 (a) Unattended vehicle on bridge
- 22651 (d) Vehicle blocking driveway
- 22651 (e) Vehicle blocking fire hydrant
- 22651 (f) Vehicle blocking freeway
- 22651 (h)(l) Driver arrested
- 22651 (h)(2) Order of suspension or revocation pursuant to Section 13388
- 22651 (i)(l) Multiple parking citations
- 22651 (j) Lack of vehicle registration
- 22651 (k) Parking over seventy-two hours
- 22651 (l) Parking in a construction zone
- 22651 (m) Violation of special events restriction
- 22651 (n) No parking zone
- 22651 (o)(l) Delinquent vehicle registration
- 22651 (p) Driver unlicensed or license suspended
- 22651 (r) Vehicle blocking another vehicle
- 22651 (t) Notice to appear/Illegal amber lights
- 22655.3 Removal for investigation  
(fleeing in violation of Section 2800.1 or 2800.2)
- 22655.5 (b) Vehicle is evidence of crime, or
- 22669 Abandoned vehicle.

**SECTION 3.** That the Sheriff is authorized to collect said fees, on behalf of this City, at the time of release of vehicles that are subject to the fees.

**SECTION 4.** That said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

**SECTION 5.** That said fees shall only be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.

**SECTION 6.** That said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts to promptly remove the vehicle from a location where it is not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; and (d) when it was demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

**SECTION 7.** That at Sheriff headquarters or at any Sheriff substation, a registered owner or agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

**SECTION 8.** That upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall promptly determine whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

**SECTION 9.** That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

**SECTION 10.** That expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program.

**SECTION 11.** That until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

**SECTION 12.** The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 10th day of October, 2000.

  
AL ETHANS, MAYOR

APPROVED AS TO FORM:

  
GREGORY G. DIAZ, CITY ATTORNEY

ATTEST:

I, Brenda Green, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2000-57 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 October 10, 2000, and that the same was adopted, signed and approved by the following vote to wit:

AYES:	<u>Donahue, Dotson, Estrada, Ethans, Shawver</u>
NOES:	<u>None</u>
ABSENT:	<u>None</u>
ABSTAIN:	<u>None</u>

  
BRENDA GREEN, CITY CLERK



**ORANGE COUNTY SHERIFF-CORONER  
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

**ATTACHMENT G**

<b>REQUEST</b>	<b>CONTRACT CITY</b>		
	Participating City Request to Purchase From the TVA in FY _____	Date _____	
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>
			<u>ESTIMATED COST</u>
	<p>THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM</p> <p>CITY MANAGER REQUEST:</p> <p>Printed Name _____ DATE _____</p> <p>Signature: _____</p>		
<b>CERTIFICATION</b>	<b>ORANGE COUNTY SHERIFF-CORONER DEPARTMENT</b>		
<b>APPROVALS</b>	<p align="center"><b>Recommended For Approval</b></p> <p>CITY POLICE SERVICES CHIEF _____</p> <p align="right">MANAGER – TVA PROGRAM _____</p>		

OCSD  
BUDGET  
USE ONLY

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: APPROVAL OF THE REVISED STANTON RESERVE POLICY**

### **REPORT IN BRIEF:**

The General Fund Reserve Policy calls for City Council to review and approve the policy and reserve levels during the budget process. In conjunction with the submission of the FY 2018-19 Annual Budget, staff is presenting a revised General Fund Reserve Policy as an exhibit to Resolution No. 2018-20 and a revision to Administrative Policy IV-4-9 for City Council's review and approval.

### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and
2. City Council approve Administrative Policy IV-4-9 "Fund Balance Policy and Classification of Fund Balance" as presented; and
3. Adopt Resolution 2018-20 entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CITY OF STANTON GENERAL FUND RESERVE POLICY ESTABLISHING COMMITMENTS OF FUND BALANCE".**

### **BACKGROUND:**

In March 2017, City Council approved a General Fund Reserve Policy that established five committed reserves and revised Administrative Policy IV-4-9 in conjunction with the new commitments of fund balance.

### **ANALYSIS/JUSTIFICATION:**

The General Fund Reserve Policy calls for Council to review and approve the policy and reserve levels during the budget process. The modified policy is attached as Exhibit A to Resolution No. 2018-20. Its five commitments of General Fund Reserves are:

- A. *Economic Uncertainty Reserve*: The portion of fund balance that is set aside to mitigate annual budget revenue shortfalls and/or Council-approved expenditures in excess of revenues
- B. *Emergency Equipment Maintenance Reserve*: The portion of fund balance that is set aside to provide funding for non-scheduled capital asset repair and replacement
- C. *Emergency Disaster Contingency Reserve*: The portion of fund balance that is set aside to mitigate costs of unforeseeable emergencies, such as natural disasters, catastrophic events, or any situations requiring the declaration of an emergency as defined by the Stanton Municipal Code Section 2.56.050.C
- D. *Capital Improvement Reserve*: The portion of fund balance that is set aside for key infrastructure and capital improvement projects and established to provide capital repair and replacement funding as the City's infrastructure deteriorates over its expected useful life
- E. *Pension Stabilization Reserve*: The portion of fund balance that is set aside to mitigate volatile annual increases in CalPERS contribution rates.

The existing policy is functioning well, but staff is recommending two minor revisions at this time. Currently, to the extent that Reserves A through C are fully funded, the General Fund Reserve Policy recommends that year-end operating surpluses be distributed to the reserves in the following percentages:

- o 65% to the Capital Improvement Reserve (Reserve D)
- o 35% to the Pension Stabilization Reserve (Reserve E)

If 100% of operating surpluses are distributed to committed reserves, uncommitted fund balance will not have an opportunity to increase. The first recommended change to the reserve policy is revising the distribution of year-end operating surpluses (provided that Reserves A through C are fully funded) to:

- o 40% to the Capital Improvement Reserve (Reserve D)
- o 20% to the Pension Stabilization Reserve (Reserve E)

The remaining 40% of year-end operating surpluses would stay in uncommitted fund balance to be used as City Council directs in the future.

The second modification of the General Fund Reserve Policy is to revise the language to require City Council to review the reserve policy during the budget process. The language currently calls for this, but as Stanton had been approving 2-year budgets prior to the FY 2017-18 Budget, the second revision would clarify that the policy would be reviewed as a part of the budget process, regardless of if there was a 1-year or 2-year budget. The reserves or their targets can still be changed at any point with the adoption of a new resolution by the affirming vote of three Council Members. A redline version of the modifications to the General Fund Reserve Policy is attached as Attachment A.

In addition to Resolution 2018-20, a revision to Administrative Policy IV-4-9 is required, as that administrative policy will be updated with distribution of year-end operating surpluses revised by the adoption of the revised General Fund Reserve Policy. The revised Administrative Policy IV-4-9 is attached as Attachment B.

**FISCAL IMPACT:**

The approval of the revised General Fund Reserve Policy would allow for Stanton's unrestricted fund balance to increase over time by having less than 100% of year-end operating surpluses being distributed to committed reserves.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the attached policy and resolution.

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

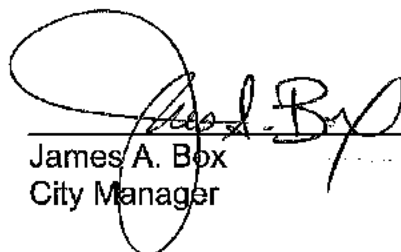
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4.1 Implement City Council policy on reserve levels

Prepared by:

  
\_\_\_\_\_  
Stephen M. Parker, CPA  
Assistant City Manager

Approved by:

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

**Attachment:**

- A. General Fund Reserve Policy – redline
- B. Administrative Policy IV-4-9
- C. Resolution 2018-20
- Exhibit A: City of Stanton General Fund Reserve Policy

**CITY OF STANTON  
GENERAL FUND RESERVE POLICY**

**I. GENERAL POLICY/ PURPOSE**

The City of Stanton provides a wide range of services that impact the public safety and the quality of life of its residents and community members every day. Maintaining adequate reserves is an essential part of sound financial management. The purpose of this policy is to secure the City's financial stability during a changing environment and establish a procedure for the allocation of unrestricted fund balance in the General Fund into adequate committed reserves.

**II. PERIODIC REVIEW**

This General Fund Reserve Policy and the appropriate level of reserves are to be reviewed and approved by City Council at least every ~~two years~~ during the ~~2-year~~ budget process. The Administrative Services Department will continue to monitor reserve and investment balances year round to maintain healthy reserve levels.

**III. USE OF RESERVE FUNDS**

The following committed reserves designed by the City in the event of unforeseen expenditures as well as to establish funding for anticipated future expenditures that require ongoing funding for significant future outlays. These committed balances are established by a resolution of the City Council and cannot be changed except by a similar subsequent City Council action. The committed reserves are presented as follows:

**A. *Economic Uncertainty Reserve***

- Purpose: These funds are committed to mitigate annual budget revenue shortfalls as a protection from a fluctuating economy, including financial hardship or downturns in the economy and/or Council-approved expenditures in excess of revenues.
- Target Level: The City's target will be 16.67% (rounded to the next \$100,000) of the General Fund operating expenditures, in accordance with the recommendation of the Government Finance Officers Association (GFOA).
- Events or Conditions Prompting Its Use: This reserve may be utilized as needed to pay outstanding operating expenditures due to budgeted revenue shortfalls. Use may include, but is not limited to:
  - Significant decrease in property, sales, or transactions and use tax, or other revenues
  - Reductions in revenue due to actions by the state/federal government

**CITY OF STANTON**  
**GENERAL FUND RESERVE POLICY**

**B. *Emergency Equipment and Maintenance Reserve***

- Purpose: These funds are committed to provide funding for non-scheduled capital asset repair and replacement.
- Target Level: \$250,000.
- Events or Conditions Prompting Its Use: This reserve may be utilized in the event of an unplanned failure of a City asset, including, but not limited to, IT equipment (i.e. server), vehicles and related equipment, and buildings (i.e. roof leak).

**C. *Emergency Disaster Contingency Reserve***

- Purpose: These funds are committed to mitigate costs of unforeseeable emergencies, such as natural disasters, catastrophic events, or any situation requiring the declaration of an emergency as defined by Stanton Municipal Code Section 2.56.050.C.
- Target Level: \$2,500,000.
- Events or Conditions Prompting Its Use: This reserve may be utilized to cover unexpected losses experienced by the City as a result of an unplanned, emergency event as described above.

**D. *Capital Improvement Reserve***

- Purpose: These funds are committed for key infrastructure and capital improvement projects and established to provide capital repair and replacement funding as the City's infrastructure deteriorates over its expected useful life.
- Target Level: The budgeted contribution shall be at a minimum level of 1% of operating expenditures. In addition, 6540% of any operating year-end surplus (after reserves A - C are fully funded) will be deposited in this reserve.
- Events or Conditions Prompting Its Use: This reserve may be utilized for capital projects approved by City Council.

**E. *Pension Stabilization Reserve***

- Purpose: These funds are committed to mitigate volatile annual increases in CalPERS contribution rates. Funds deposited in this reserve will be remitted to the City's PARS Post-Employment Benefits Trust until City Council determines funds are needed to help offset annual CalPERS' contributions.
- Target Level: 3520% of any year-end operating surplus (after reserves A - C are fully funded) will be deposited in this reserve.
- Events or Conditions Prompting Its Use: This reserve may be utilized to offset forthcoming increases to the City's CalPERS pension contributions.

**CITY OF STANTON**  
**GENERAL FUND RESERVE POLICY**

**IV. Replenishment of Unreserved Fund Balance**

At the end of the year, the Administrative Services Department reports on the audited year-end budgetary fiscal results. Should actual General Fund revenues exceed expenditures, a year-end operating surplus shall be reported.

Allocation of any year-end operating surplus will be distributed throughout the five established reserves as follows:

- Reserves A through C have target levels and are prioritized for replenishment in the order they are listed should any reserve be employed or if Reserve A increased as a result of growth in the City's annual operating budget. The City's goal will be to replenish these reserves, if used, within five fiscal years.
- Once reserves A through C attain full funding, the remaining year-end operating surplus shall be distributed to the following reserves:
  - 65~~40~~% to the Capital Improvement Reserve (Reserve D)
  - 35~~20~~% to the Pension Stabilization Reserve (Reserve E)

<b>CITY OF STANTON</b> <b>ADMINISTRATIVE POLICY</b>	<b>Number</b> <b>IV-4-9</b>
	<b>Date</b> 6/12/18
<b>SUBJECT:</b> <b>FUND BALANCE POLICY AND CLASSIFICATION OF FUND BALANCE</b>	<b>Authority</b> City Council
	<b>Administrator</b> Administrative Services
<p><b>Purpose:</b>          The City of Stanton provides a wide range of services that impact the public safety and the quality of life of its residents and community members every day. Maintaining adequate reserves is an essential part of sound financial management. The purpose of this policy is to secure the City's financial stability during a changing environment and establish a procedure for the allocation of unrestricted fund balance in the General Fund into adequate committed reserves. In addition, this policy also establishes a mechanism to provide a classification of fund balance in compliance with GASB Statement No. 54.</p> <p><b>Policy:</b>          This Fund Balance Policy and Classification of Various Components of Fund Balance as Defined in Governmental Accounting Standard No. 54 establishes the procedures for reporting fund balances in governmental fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Administrative Services Director to prepare financial reports which accurately categorize fund balance as per Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.</p> <p>City Council has established the following five reserves as commitments of General Fund fund balance:</p> <ul style="list-style-type: none"> <li>A) Budget Stabilization/Economic Uncertainty Reserve set at 16.67% of the regular general fund operating expenditures (rounded up to the next \$100,000)</li> <li>B) Emergency Equipment and Maintenance Reserve set at \$250,000</li> <li>C) Emergency Disaster Contingency Reserve set at \$2,500,000</li> <li>D) Capital Improvement Reserve with annual funding at a minimum of 1% of operating expenditures and 40% of any year-end surplus</li> <li>E) Pension Stabilization Reserve with annual funding of 20% of any year-end surplus</li> </ul>	



<b>CITY OF STANTON ADMINISTRATIVE POLICY</b>	<b>Number IV-4-9</b>
	<b>Date 6/12/18</b>
<b>SUBJECT: FUND BALANCE POLICY AND CLASSIFICATION OF FUND BALANCE</b>	<b>Authority City Council</b>
	<b>Administrator Administrative Services</b>

**Procedure:**

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance. Each identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- **Nonspendable fund balance:** Inherently nonspendable. Example: Prepaid expenses.
- **Restricted fund balance:** Externally enforceable limitations on use. Example: Grant funds received for a particular expenditure.
- **Committed fund balance:** Self imposed limitations on use. Example: \$2,500,000 set aside for disasters.
- **Assigned fund balance:** Limitation resulting from intended use. Example: Funds set aside for future initiatives.
- **Unassigned fund balance:** Residual net resources. Example: Available for contingencies.

**Nonspendable Fund Balance**

Nonspendable fund balance includes amounts that cannot be spent because they are not in a spendable form, such as inventories, or because the amounts are legally or contractually required to be maintained intact.

- *Prepaid Items:* The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.
- *Advance to Other Funds:* The portion of fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.
- *Notes and Loan Receivable:* The portion of fund balance that represents the asset amount of loans receivable, held by a given fund.
- *Land Held for resale:* The portion of fund balance that represents the asset amount of land inventory that is being held for resale, held by a given fund.

<b>CITY OF STANTON ADMINISTRATIVE POLICY</b>	<b>Number</b> IV-4-9
	<b>Date</b> 6/12/18
<b>SUBJECT: FUND BALANCE POLICY AND CLASSIFICATION OF FUND BALANCE</b>	<b>Authority</b> City Council
	<b>Administrator</b> Administrative Services

### **Restricted Fund Balance**

Funds that are externally constrained such as by creditors, other governments or a legally enforceable requirement which mandates that the resources be used for a particular purpose specified in the legislation. Examples include, but are not limited to:

- *Lighting and Landscaping Maintenance:* The portion of fund balance derived from fees and/or taxes collected to be used for lighting and landscaping maintenance in lighting, landscaping, median, and signal districts.
- *Public Safety Program:* The portion of fund balance derived from grants, taxes, and fees received to be used for Public Safety.
- *Street Maintenance:* The portion of fund balance derived from fees, grants, or taxes collected to be used for funding street planning and projects.
- *Capital Improvement Projects:* The portion of fund balance derived from fees or grants collected to be used for future development.
- *Pollution Mediation:* The portion of fund balance derived from fees to be used for mediating pollution.
- *Community Services Activities:* The portion of fund balance derived from fees to be used for Community Services activities.
- *Community Development:* The portion of fund balance derived from grants received to be used for development of community as required by grant documents/agreements.
- *Debt Service:* The portion of fund balance derived from those funds within a given fund that has been set aside for debt payments.
- *Fund Balance – Restricted:* The portion of fund balance that is in any non-general fund governmental fund that is restricted under the "Restricted Fund Balance" definition as prescribed by Governmental Accounting Standards Board Statements No. 54 and not otherwise defined in this category above.

<b>CITY OF STANTON ADMINISTRATIVE POLICY</b>	<b>Number IV-4-9</b>
	<b>Date 6/12/18</b>
<b>SUBJECT: FUND BALANCE POLICY AND CLASSIFICATION OF FUND BALANCE</b>	<b>Authority City Council</b>
	<b>Administrator Administrative Services</b>

### **Committed Fund Balance**

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment. City Council action to commit fund balance needs to occur within the fiscal reporting period; however the amount can be determined subsequently.

- *Fund Balance – Committed:* The portion of fund balance that is in any non-general fund governmental fund that is committed under the "Committed Fund Balance" definition as prescribed by Governmental Accounting Standards Board Statements No. 54 and not otherwise defined in this category above.

The following commitments of fund balance are established in the General Fund Reserve Policy:

- *Economic Uncertainty Reserve:* The portion of fund balance that is set aside to mitigate annual budget revenue shortfalls and/or Council-approved expenditures in excess of revenues
- *Emergency Equipment Maintenance Reserve:* The portion of fund balance that is set aside to provide funding for non-scheduled capital asset repair and replacement
- *Emergency Disaster Contingency Reserve:* The portion of fund balance that is set aside to mitigate costs of unforeseeable emergencies, such as natural disasters, catastrophic events, or any situations requiring the declaration of an emergency as defined by the Stanton Municipal Code Section 2.56.050.C
- *Capital Improvement Reserve:* The portion of fund balance that is set aside for key infrastructure and capital improvement projects and established to provide capital repair and replacement funding as the City's infrastructure deteriorates over its expected useful life
- *Pension Stabilization Reserve:* The portion of fund balance that is set aside to mitigate volatile annual increases in CalPERS contribution rates.

<b>CITY OF STANTON ADMINISTRATIVE POLICY</b>	<b>Number</b> <b>IV-4-9</b>
	<b>Date</b> 6/12/18
<b>SUBJECT: FUND BALANCE POLICY AND CLASSIFICATION OF FUND BALANCE</b>	<b>Authority</b> City Council
	<b>Administrator</b> Administrative Services

### **Assigned Fund Balance**

Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the Administrative Services Director for the purpose of reporting these amounts in the annual financial statements. Examples of assigned fund balance include, but are not limited to:

- *Replenishment of Committed Fund Balances:* Used to account for the portion of fund balance that is being set aside for replenishment of reserves that are below their minimum threshold.
- *Compensated Absences:* Used to account for that portion of fund balance that is being set aside for accrued compensated absences.
- *Encumbrances:* Used to account for that portion of fund balance that is being used to fund appropriations being carried over from the prior year into the current fiscal year.

### **Unassigned Fund Balance**

These are residual positive net resources of the fund balance in excess of what can properly be classified in one of the other four categories.

- *Fund Balance:* Any portion of General Fund fund balance that does not fall under any of the fund balance definitions presented above.

### **Fund Balance Classification**

The accounting policies of the City consider restricted fund balance to have been spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

## **RESOLUTION NO. 2018-20**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CITY OF STANTON GENERAL FUND RESERVE POLICY**

**WHEREAS**, in June 2011, the City Council of the City of Stanton adopted Resolution No. 2011-34, establishing a commitment of fund balance for a General Fund Emergency Disaster Contingency; and

**WHEREAS**, in June 2011, the City Council of the City of Stanton considered and adopted Administrative Policy IV-4-9 entitled "Fund Balance Policy and Classification of Various Components of Fund Balance as Defined in the Governmental Accounting Standards Board Statement No. 54"; and

**WHEREAS**, in March 2017, the City Council of the City of Stanton approved Resolution No. 2017-10 which approved the General Fund Reserve Policy that established five committed reserves of fund balance for unforeseen expenditures as well as anticipated future expenditures that require ongoing funding for significant future outlays, and revised Administrative Policy IV-4-9 entitled "Fund Balance Policy and Classification of Fund Balance"; and

**WHEREAS**, the General Fund Reserve Policy calls for City Council to review and approve the policy and reserve levels during the budget process; and

**WHEREAS**, the Administrative Services Director has recommendations for minor adjustments to the General Fund Reserve Policy; and

**WHEREAS**, the City Council of the City of Stanton has considered and adopted the revised Administrative Policy IV-4-9 entitled "Fund Balance Policy and Classification of Fund Balance" which also reflects the adjustments to the General Fund Reserve Policy; and

**WHEREAS**, the General Fund Reserve Policy is attached to this resolution as Exhibit A.

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

**SECTION 1.** The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

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

**SECTION 3.** The City of Stanton General Fund Reserve Policy as attached as Exhibit A is hereby approved and adopted.

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

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, 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. 2018-20 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 June 12, 2018, 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**

## **GENERAL FUND RESERVE POLICY**

### **I. GENERAL POLICY/ PURPOSE**

The City of Stanton provides a wide range of services that impact the public safety and the quality of life of its residents and community members every day. Maintaining adequate reserves is an essential part of sound financial management. The purpose of this policy is to secure the City's financial stability during a changing environment and establish a procedure for the allocation of unrestricted fund balance in the General Fund into adequate committed reserves.

### **II. PERIODIC REVIEW**

This General Fund Reserve Policy and the appropriate level of reserves are to be reviewed and approved by City Council at least during the budget process. The Administrative Services Department will continue to monitor reserve and investment balances year round to maintain healthy reserve levels.

### **III. USE OF RESERVE FUNDS**

The following committed reserves designed by the City in the event of unforeseen expenditures as well as to establish funding for anticipated future expenditures that require ongoing funding for significant future outlays. These committed balances are established by a resolution of the City Council and cannot be changed except by a similar subsequent City Council action. The committed reserves are presented as follows:

#### **A. *Economic Uncertainty Reserve***

- **Purpose:** These funds are committed to mitigate annual budget revenue shortfalls as a protection from a fluctuating economy, including financial hardship or downturns in the economy and/or Council-approved expenditures in excess of revenues.
- **Target Level:** The City's target will be 16.67% (rounded to the next \$100,000) of the General Fund operating expenditures, in accordance with the recommendation of the Government Finance Officers Association (GFOA).
- **Events or Conditions Prompting Its Use:** This reserve may be utilized as needed to pay outstanding operating expenditures due to budgeted revenue shortfalls. Use may include, but is not limited to:
  - Significant decrease in property, sales, or transactions and use tax, or other revenues
  - Reductions in revenue due to actions by the state/federal government

**CITY OF STANTON  
GENERAL FUND RESERVE POLICY**

**B. *Emergency Equipment and Maintenance Reserve***

- Purpose: These funds are committed to provide funding for non-scheduled capital asset repair and replacement.
- Target Level: \$250,000.
- Events or Conditions Prompting Its Use: This reserve may be utilized in the event of an unplanned failure of a City asset, including, but not limited to, IT equipment (i.e. server), vehicles and related equipment, and buildings (i.e. roof leak).

**C. *Emergency Disaster Contingency Reserve***

- Purpose: These funds are committed to mitigate costs of unforeseeable emergencies, such as natural disasters, catastrophic events, or any situation requiring the declaration of an emergency as defined by Stanton Municipal Code Section 2.56.050.C.
- Target Level: \$2,500,000.
- Events or Conditions Prompting Its Use: This reserve may be utilized to cover unexpected losses experienced by the City as a result of an unplanned, emergency event as described above.

**D. *Capital Improvement Reserve***

- Purpose: These funds are committed for key infrastructure and capital improvement projects and established to provide capital repair and replacement funding as the City's infrastructure deteriorates over its expected useful life.
- Target Level: The budgeted contribution shall be at a minimum level of 1% of operating expenditures. In addition, 40% of any operating year-end surplus (after reserves A - C are fully funded) will be deposited in this reserve.
- Events or Conditions Prompting Its Use: This reserve may be utilized for capital projects approved by City Council.

**E. *Pension Stabilization Reserve***

- Purpose: These funds are committed to mitigate volatile annual increases in CalPERS contribution rates. Funds deposited in this reserve will be remitted to the City's PARS Post-Employment Benefits Trust until City Council determines funds are needed to help offset annual CalPERS' contributions.
- Target Level: 20% of any year-end operating surplus (after reserves A - C are fully funded) will be deposited in this reserve.
- Events or Conditions Prompting Its Use: This reserve may be utilized to offset forthcoming increases to the City's CalPERS pension contributions.



**CITY OF STANTON  
GENERAL FUND RESERVE POLICY**

**IV. Replenishment of Unreserved Fund Balance**

At the end of the year, the Administrative Services Department reports on the audited year-end budgetary fiscal results. Should actual General Fund revenues exceed expenditures, a year-end operating surplus shall be reported.

Allocation of any year-end operating surplus will be distributed throughout the five established reserves as follows:

- Reserves A through C have target levels and are prioritized for replenishment in the order they are listed should any reserve be employed or if Reserve A increased as a result of growth in the City's annual operating budget. The City's goal will be to replenish these reserves, if used, within five fiscal years.
- Once reserves A through C attain full funding, the remaining year-end operating surplus shall be distributed to the following reserves:
  - 40% to the Capital Improvement Reserve (Reserve D)
  - 20% to the Pension Stabilization Reserve (Reserve E)

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL, AND THE STANTON HOUSING AUTHORITY

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

**DATE:** June 12, 2018

**SUBJECT: FY 2018-2019 BUDGET ADOPTION FOR THE CITY OF STANTON AND  
STANTON HOUSING AUTHORITY**

### REPORT IN BRIEF:

On June 5, 2018 City Council was presented the City Manager's Proposed Fiscal Year 2018-2019 Budget. For all funds, the budget includes \$30.9 million in revenues, \$27.1 million in appropriations, and a capital budget of \$8.7 million for FY 2018-19, with a balanced budget of \$21.6 million in revenues, \$22.2 million in appropriations and \$615,000 in net transfers in for the General Fund in FY 2018-19.

### RECOMMENDED ACTION:

That City Council/Housing Authority Board:

1. Find 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).
2. Adopt Resolution No. 2018-21 authorizing the City Treasurer safekeeping and investment authority; and
3. Adopt Resolution No. 2018-22 establishing the Appropriations Limit for Fiscal Year 2018-19; and
4. Adopt Resolution No. SHA 2018-02 adopting the Fiscal Year 2018-2019 Housing Authority Budget; and
5. Adopt Resolution No. 2018-23 adopting the Fiscal Year 2018-2019 Operating and Capital Budget.
6. Adopt Resolution No. 2018-24 amending the Position Classification Manual.

## BACKGROUND:

On June 5, 2018, the City Council conducted a study session to review and provide input to the City Manager's Proposed Fiscal Year 2018-19 Budget. The presentation included discussion about the economy, revenue projections including new voter-approved funding, operating and capital improvement program appropriation requests, overview of staffing, list of accomplishments and the City's Strategic Plan. There have been changes made since the proposed budget was presented in the reduction of Gas Tax revenues and capital expenditures in the amount of approximately \$150,000 and an increase in RMRA beginning fund balance or revenues and expenditures in the amount of approximately \$10,000. With those changes, the FY 2018-19 Budget is presented as follows:

<b>General Fund</b>	<b>FY 2018-19</b>
Revenues & Transfers In	22,199,195
Expenditures & Transfers Out	22,195,004

<b>All Funds</b>	<b>FY 2018-19</b>
Revenues & Transfers In	30,861,177
Expenditures & Transfers Out	37,811,392

Staff also presented information pertaining to the Housing Authority budget, including revenue projections from rental income, operating expenses for operations of the Housing Authority, and fund balance levels, which includes 20% of the proceeds from repayments received from the City loan to the former RDA. There have been changes made since the proposed budget in the projected beginning fund balance increasing by \$8.4 million due to the recent sale of the Strawberry Field property. The FY 2018-19 Housing Authority budget is presented as follows:

<b>Housing Authority</b>	<b>FY 2018-19</b>
Beginning Fund Balance	22,409,808
Revenues & Transfers In	556,000
Expenditures & Transfers Out	(640,504)
Capital Improvements	(5,000,000)
Repayment of GF/RDA Loan	359,549
Ending Fund Balance	17,684,854

## ANALYSIS/JUSTIFICATION:

### City Treasurer Safekeeping and Investment Authority

Each year the City Council is required to reconfirm the City Treasurer to invest funds held by the City. Resolution No. 2018-21 (Attachment A) authorizes the City's Administrative Services Director to deposit funds for safekeeping and investment and authorizing withdrawal of funds from depositories.

## **FY 2018-19 Appropriations (Gann) Limit**

California law requires that cities annually calculate and establish an appropriations limit on spending pursuant to Article XIII B of the State Constitution and as amended by Proposition 111 – the Traffic Congestion Relief and Spending Act of 1990. The Appropriations Limit, also known as the Gann Limit, restricts the proceeds of taxes that State and local governments in California can receive and appropriate each fiscal year. Proposition 111 allows cities to take 1) the greater increase in California Per Capita Income or, 2) non-residential assessed valuations due to new construction within the City, and factor with the greater of a) the increase in City population or, b) the increase in County population. The resulting factor is applied to the prior year's limit to determine the amount to be established as the Appropriations Limit for Fiscal Year 2018-19. The CPI and City/County population figures are provided by the California Department of Finance.

The Gann Limit for FY 2018-19 has been calculated at \$57,741,640 as indicated in Attachment B. The City tax proceeds are substantially below the established Gann Limit.

## **FY 2018-19 Budget**

With the 2018-19 Proposed Budget, the City has a balanced budget. The City has defined a "balanced budget" to include both revenues and the amount of reserves necessary to fund proposed expenditures. While the 2018-19 Budget is "balanced," this year's budget does require the use of one-time revenues in order to cover ongoing expenditures, as one-time revenues of \$255,000 contribute toward balancing the budget. As a part of this budget, over \$300,000 will be committed this year, in conjunction with the City's General Fund Reserve Policy.

For FY 2018-19, estimated General Fund revenues including transfers from other funds are increasing by \$0.74 million, or 3.6%, over FY 2017-18 original budgeted levels. The reasons for this increase are plentiful, from increases in property, tax revenues to increases in solid waste impact fees, motor vehicle fines, and indirect cost reimbursement and other revenue. Other revenue is increasing by over \$250,000 due to anticipated one-time revenues to the City.

General Fund budgeted expenditures, including transfers to other funds, for FY 2018-19 are up \$1,085,000 or 5.1% compared to the FY 2017-18 original budget. The increases for this year are due primarily to public safety costs (\$950,000) as a result of increasing Orange County Sheriff's Department and Orange County Fire Authority contracts (\$540,000 and \$250,000, respectively) along with the increase in required contribution to PERS for unfunded liability cost of safety employees (\$90,000).

## **Personnel**

The FY 2018-19 Budget includes an amendment of the Position Classification Manual as detailed in Resolution 2018-24 to reflect one change in staffing. FY 2018-19 includes the addition of an Economic Development Coordinator in lieu of economic development programs that were not being fully utilized. The position will perform a wide variety of professional support in planning and implementing economic development, redevelopment and housing, Community Development Block Grant (CDBG) projects and other programs. This position will also act as a liaison for the City to a variety of private, public, and community organizations and regulatory agencies as well as conduct studies and develop recommendations for action, policies and procedures. No changes to employee classifications are budgeted for the next fiscal year. The budget includes salary step adjustments for eligible employees, but does not include cost-of-living adjustments in this fiscal year.

## **Capital Improvements**

The Capital Improvement Budget for the next year includes 16 projects at a total cost of \$8,669,068. The largest single project is \$5.0 million set aside for property acquisition in the Housing Authority. The budget also appropriates funds for a Sewer Improvement Project, acquisition of City street lights, retrofitting the street lights with LED lights, playground upgrades at Hollenbeck Park, Cerritos Widening, the completion of a traffic signal at Dale and Chanticleer, Citywide Street Rehabilitation Projects, and a Code Enforcement vehicle that follows the street sweeper, along with additional smaller projects.

Additional and more detailed information related to the proposed budget can be found in the accompanying 2018-19 Proposed Budget document. Adoption of the budget is scheduled for the City Council meeting of June 12, 2018.

## **Successor Agency**

The budget document includes all City funds but does not include any information for the Successor Agency to the Stanton Redevelopment Agency. The FY 2018-19 budget for the Successor Agency will be based on the enforceable obligations recently approved by the State on ROPS 18-19A (July – December 2018) and ROPS 18-19B (January – June 2019).

**FISCAL IMPACT:**

General Fund revenues for FY 2018-19 are budgeted at \$21,559,195 with appropriations of \$22,170,004. Net transfers in of \$615,000 result in a net change of \$4,191, and a loan repayment to the General Fund of \$1,438,197 is expected. After an assumed contribution of \$322,000 to the General Fund Committed Fund Balance, the City's Uncommitted Fund Balance is expected to grow by \$1,120,388.

Revenues for all funds are estimated to be \$28,876,177 and appropriations are \$27,081,324, with a capital budget of \$8,669,068 and a loan repayment from the Successor Agency of \$1,797,746. A budget summary is found in the attached budget, which can be found on page 15 in Attachment E.

**ENVIRONMENTAL IMPACT:**

No items included in this report have an environmental impact as Find 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).

**LEGAL REVIEW:**

None.

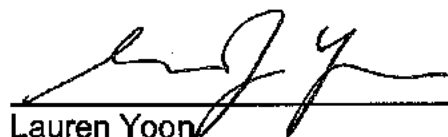
**PUBLIC NOTIFICATION:**

Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

- 1.3 - Cameras throughout the City (funds available in this budget)
- 1.4 - Enforce illegal fireworks (funds available in this budget)
- 2.1 - Facilitate development of Village Center (accomplished with this budget)
- 3.1 - Street light acquisition and conversion (accomplished with this budget)

Prepared by:



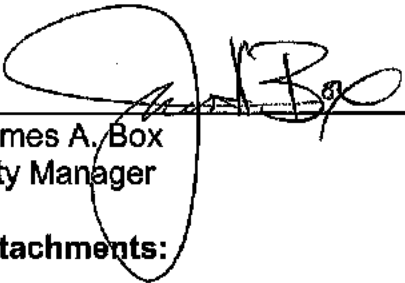
Lauren Yoon  
Business License Specialist

Reviewed by:



Stephen M. Parker, CPA  
Assistant City Manager

Approved by:



James A. Box  
City Manager

**Attachments:**

- A. Resolution No. 2018-21 authorizing the City Treasurer safekeeping and investment authority
- B. Resolution No. 2018-22 establishing the Appropriations Limit for Fiscal Year 2018-19
- C. Housing Agency Resolution No. SHA 2018-02 adopting the Fiscal Year 2018-2019 Housing Authority Budget
- D. Resolution No. 2018-23 adopting the Fiscal Year 2018-2019 Budget
- E. FY 2018-2019 Operating and Capital Budget
- F. Resolution No. 2018-24 amending the Position Classification Manual

**RESOLUTION NO. 2018-21**

**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**

**WHEREAS**, Sections 53638 *et. seq.* of the California Government Code of the State of California (the "Deposit and Investment Law") provides the regulations pertaining to the deposit and investment of funds of local agencies; and

**WHEREAS**, pursuant to the Deposit and Investment Law the City Treasurer may deposit money necessary to pay the principal and interest on bonds in a bank within or without the State at any place where they are payable. The City Treasurer further is required to deposit the funds of the City in active and inactive deposits in State or national banks, with the objective of realizing maximum return, consistent with prudent financial management; and

**WHEREAS**, Pursuant to Stanton Municipal Code Section 2.20.020, the City Council has named the Stanton Administrative Services Director to serve as City Treasurer and has authorized the City Treasurer to invest said funds in certain banks; and

**WHEREAS**, the City Treasurer would have more flexibility and be better able to carry out the mandate of the law if the City Treasurer, from time to time, may make the determination as to those depositories or investments in which the City's funds are to be placed, all subject to the terms and provisions of the Deposit and Investment Law; and

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

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

**SECTION 1.** The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

**SECTION 2.** The City Council finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(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).

**SECTION 3.** Pursuant to the Deposit and Investment Law, the City Treasurer is hereby authorized and directed to deposit all funds of the City of Stanton as therein specified in



active or inactive accounts bearing the highest rate of interest as specified in said Government Code, all subject to terms and provisions of Chapter 4 Title 5 of the Government Code of the State of California.

**SECTION 4.** The City Treasurer is authorized and directed to execute all necessary documents, authorization and depository agreements to carry out the foregoing. Any State or national bank depository is hereby requested, authorized and directed to honor all checks, drafts or other orders for payment drawn in the City's name on said accounts so made and entered into by the City Treasurer under the signature of one of the four authorized signors specified in Section 4 below, and countersigned by one other authorized signor. Said depository shall be entitled to honor and to charge to the City of Stanton for all such checks for the payment of money regardless of, by whom, or by what means the actual or purported facsimile signature or signatures resemble the facsimile specimen from time to time filed with the depository by the City Treasurer.

**SECTION 5.** The authorized signors on said accounts shall be: the Mayor; the City Manager; the City Treasurer; and the City Clerk.

**SECTION 6.** The City Clerk is directed to certify to the adoption of this resolution and to procure from each depository selected by the City Treasurer the necessary signature clauses, cards, or authorizations. The City Treasurer is directed to keep on file with each depository selected by him the facsimile signatures of the authorized signors and from time to time file with the depository any changes in said facsimile specimen.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

---

DAVID J. SHAWVER, 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. 2018-21 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 June 12, 2018, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

**RESOLUTION NO 2018-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2018-19**

**WHEREAS**, Article XIII B is an amendment to the California Constitution placing a restriction on the amount of proceeds of tax revenue which can be appropriated by state and local governments during a fiscal year; and

**WHEREAS**, the total appropriation subject to limitation shall not exceed the appropriation limit of the City of Stanton for the prior fiscal year adjusted for inflationary and population changes; and

**WHEREAS**, the City Council may choose to use as adjustment factors (1) the annual growth in California Per Capita Personal Income or the growth in non residential assessed valuation due to new construction within the City and (2) population growth in the City of Stanton or population growth in the County of Orange as provided by the State Department of Finance; and

**WHEREAS**, the selection of adjustment factors and calculation of the limitation are attached to this Resolution; and

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

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

**SECTION 1.** The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

**SECTION 2.** The City Council finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(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).

**SECTION 3.** The appropriations limitation in the fiscal year 2018-19 shall be \$57,741,640 for the City of Stanton pursuant to Article XIII B of the California Constitution.

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

**ADOPTED SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, 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. 2018-22 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 June 12, 2018, 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

## APPROPRIATIONS LIMIT FISCAL YEAR 2018-19

### ANNUAL ADJUSTMENT FACTORS

Per Capita Personal Income Change	3.67%
County of Orange Population Growth	0.69%

### CALCULATION OF LIMITATION

2017-18 Appropriations Limit multiplied by percentage change in Per Capital Personal Income (inflation factor) multiplied by percentage change in County of Orange population (population change factor) equals City of Stanton Appropriations Limit for Fiscal Year 2018-19.

$$\$55,315,861 \quad \times \quad 1.0367 \quad \times \quad 1.0069 \quad = \quad \$57,741,640$$

**RESOLUTION NO. SHA 2018-02**

**A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR 2018-2019**

**WHEREAS**, the Administrative Service Director has submitted a proposed OPERATING AND CAPITAL BUDGET for the Fiscal Year 2018-2019; and

**WHEREAS**, the Housing Authority Board has reviewed the proposed OPERATING AND CAPITAL BUDGET; and

**WHEREAS**, Fiscal Year 2018-19 revenues for the Stanton Housing Authority Fund are estimated to be \$556,000 and appropriations of \$640,504; and

**WHEREAS**, unforeseen adjustments are needed during the fiscal year to allow for the orderly conduct of Authority business, the Executive Director is given authority to adjust monies within a fund to accommodate these needs as long as the goals, total dollars, or intent of the 2018-2019 Budget Document is not altered.

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

**SECTION 1.** The Housing Authority Board finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

**SECTION 2.** The Housing Authority Board finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(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).

**SECTION 3.** The Stanton Housing Authority Fiscal Year 2018-2019 Budget is hereby approved and adopted.

**SECTION 4.** The Authority Secretary shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

---

DAVID J. SHAWVER, CHAIRMAN

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, AUTHORITY COUNSEL

ATTEST:

I, PATRICIA A. VAZQUEZ, Authority Secretary of the Stanton Housing Authority, City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SHA 2018-02 has been duly signed by the Chairman and attested by the Authority Secretary, all at a regular meeting of the Housing Authority held on June 12, 2018, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

PATRICIA A. VAZQUEZ, AUTHORITY SECRETARY

**RESOLUTION NO. 2018-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR 2018-19**

**WHEREAS**, the Administrative Service Director has submitted a proposed OPERATING AND CAPITAL BUDGET for the Fiscal Year 2018-19; and

**WHEREAS**, the City Council has reviewed the proposed OPERATING AND CAPITAL BUDGET; and

**WHEREAS**, revenues for all funds are estimated to be \$30,861,177 appropriations to be \$22,170,004 and the capital budget to be \$8,669,068; and

**WHEREAS**, unforeseen adjustments are needed during the fiscal year to allow for the orderly conduct of City business, the City Manager is given authority to adjust monies within a fund to accommodate these needs as long as the goals, total dollars, or intent of the Proposed 2018-19 Budget Document.

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

**SECTION 1.** The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

**SECTION 2.** The OPERATING AND CAPITAL BUDGET for the 2018-19 fiscal year is hereby approved and adopted.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

---

DAVID J. SHAWVER, 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. 2018-23 has been duly signed by the Mayor and attested by the Deputy City Clerk, all at a regular meeting of the Stanton City Council, held on June 12, 2018, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

# Stanton

"Community Pride and Forward Vision"



## FY 2018-2019 Budget

7800 Karella Avenue, Stanton, CA 90680

[www.ci.stanton.ca.us](http://www.ci.stanton.ca.us)

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June 12, 2018

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

Pursuant to the Stanton Municipal Code, I am pleased to present for your consideration the 2018-19 Budget for the City of Stanton. The Budget document represents staff's best efforts in identifying and calculating estimated financial resources available to the community. It also attempts to allocate resources in a way that focuses on the most critical needs and priorities of the community as determined by the City Council.

**Economic Outlook**

The national economy continues to improve, and analysts are expecting a notable, but temporary economic growth this year. The unemployment rate has dipped to 3.9% as of April 2018 (the lowest rate in 17 years) and recent federal legislation is expected to strengthen spending, adding excess demand in the economy. This increase in demand will raise inflation and therefore interest rates. Analysts are expecting the rise in interest rates to eventually depress economic growth. While the national economy is projected to follow a cyclical path, the recent changes to the fiscal policy add uncertainty to these projections.

California's economy is also expected to see moderate growth, and the state is already experiencing effects of the new tax legislation. December 2017 saw a revenue influx, likely a result of individual and business decisions made to maximize near-term benefits under the new federal tax law. These influxes and depressions in state tax revenue are expected to continue. While the housing market has seen steady growth, with new deduction caps and changes to mortgage interest deductions, analysts are expecting growth in California house prices to slow.

For Stanton, the signs are pointing to continued steady revenue growth. Property, sales and transactions tax revenues combined account for almost 84% of all General Fund revenues. Housing values have reached historic highs, and retail sales are increasing, though not having reached its pre-recession high.

David J. Staver,  
Mayor

Rigoberto A. Ramirez,  
Mayor Pro Tem

Alexander A. Elmore,  
Council Member

Brian Donahue,  
Council Member

David Warren,  
Council Member

Janet A. Bax,  
City Manager

7800 Kaelis Avenue  
Stanton, CA 90680  
Phone: (714) 378-9222  
Fax: (714) 898-1445  
[www.ci.stanton.ca.us](http://www.ci.stanton.ca.us)



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## Budget Document

The 2018-19 Budget document follows a format similar to the prior year's budget document. The budget is organized primarily by fund, with the major focus on the General Fund and its departments/programs. Fund balance, revenue and expenditure and two years of historical financial information as well as the budget for the current fiscal year and the estimate and request for the coming fiscal year is included for each fund and department/program within the General Fund. To provide context for evaluating expenditure appropriation requests, narratives are included that highlight the mission, primary activities, and division initiatives for each General Fund department/program, as well as for certain other funds. The capital improvement projects for FY 2018-19 are listed and described individually at the end of the document.

The budget document includes all City funds but does not include any information for the Successor Agency to the Stanton Redevelopment Agency. The FY 2018-19 budget for the Successor Agency will be based on the enforceable obligations recently approved by the State on ROPS 18-18A (July – December 2018) and ROPS 18-19B (January – June 2019).

The City's 2018-19 Budget document has been organized into four major sections:

**Executive Summary** – this section provides the budget message, the City's organization chart and staffing information, as well as all of the summary budget information, charts and graphs. Included in this section is a Budget Summary schedule, which depicts, on one schedule, the fund balance, revenue, expenditure and interfund transfer information for each of the City's funds for the upcoming budget year. Included in this section is a schedule identifying the names and dates of the CalPERS Annual Valuation Reports which call out Annual Required Contributions (ARCs) for those plans. In addition, the schedule breaks out pension expenses between employees and employers as requested by the Orange County Grand Jury in 2014.

**General Fund** – this section provides fund balance, revenue and expenditure information for the General Fund and all of its included departments/programs. The General Fund is the general operating fund of the City. All general tax revenues and other receipts that not allocated by law or contractual agreement to some other fund are accounted for in this fund. Expenditures of this fund include the City's general operating expenses that are not paid through other funds. Included in this section is a 5-Year Financial Projection schedule. This schedule projects revenues and expenditures and shows the resulting fund balance based on growth assumptions for the five years after the budget as requested by the Orange County Grand Jury.

**Other Funds** – this section provides fund balance, revenue and expenditure information for each of the City's funds other than the General Fund. The other City funds are categorized as Special Revenue funds, Capital Projects funds, Enterprise fund or Internal Service funds.

Most of the City's other funds are *Special Revenue funds*, which account for revenues derived from specific revenue sources that are usually required by law or administrative regulation to be accounted for in separate funds. The City maintains 18 Special Revenue funds.

The City maintains two *Capital Projects funds*. This type of fund is used to account for financial resources segregated for the development, construction and improvement of City facilities.

The City's sole *Enterprise Fund* is the Sewer Maintenance Fund. Enterprise funds are used to account for activities the costs of which are to be financed or recovered on a continuing basis primarily through user charges.

The City operates four separate *Internal Service funds*. Internal Service Funds are used to account for the financing of services provided by one department to other departments of the government, on a cost reimbursement basis.

*Capital Improvement Program* – this section includes a list and description of the individual capital improvement projects included in the Capital Improvement Budget for the coming fiscal period.

## Overview of the 2018-19 Budget

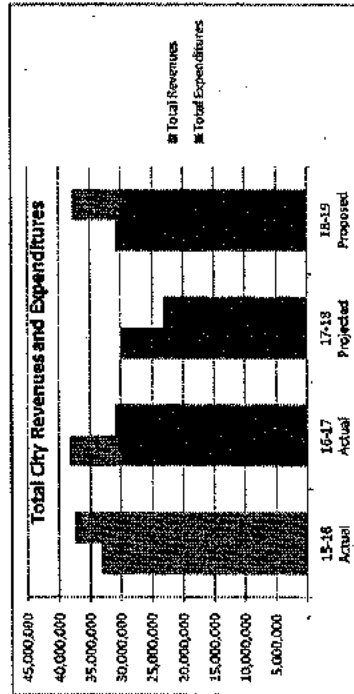
The City has had a balanced budget for the last four years due to Stanton voters approving the Stanton 9-1-1 Public Safety and Essential City Services Protection Measure, a one-cent transactions and use tax in the November 2014 election. For the fourth consecutive year, utilizing the City's reserves will not be required to balance the 2018-19 Budget. The City has defined a "balanced budget" to include both revenues and the amount of reserves necessary to fund budgeted expenditures. While the 2018-19 Budget is "balanced," this year's budget does require the use of one-time revenues in order to cover ongoing expenditures, as one-time revenues of \$255,000 contribute toward balancing the budget. As a part of this budget, over \$300,000 will be committed this year, in conjunction with the City's General Fund Reserve Policy.

There is one additional full-time position included in this budget, as an Economic Development Coordinator will be added in lieu of economic development programs that were not being fully utilized. The position will perform a wide variety of professional support in planning and implementing economic development, redevelopment and housing, Community Development Block Grant (CDBG) projects and other programs. This position will also act as a liaison for the City to a variety of private, public, and community organizations and regulatory agencies as well as conduct studies and develop recommendations for action, policies and procedures.

Following are revenue and expenditure highlights for the next fiscal year.

## Financial Overview - All Funds

Fiscal year 2018-19 combined revenues and transfers from other funds is \$30,861,177. The combined operating and capital improvement budgets, including transfers to other funds, for FY 2018-19 is \$37,811,392. This data, along with the 2016-17 actual data and 2017-18 projected data is shown in the following chart. The increase in expenditures in FY 2017-18 is a combination of increased public safety costs and more significant operating and capital expenditures related to the Gas Tax and Measure M funds for street projects.



The composition of revenues and expenditures for the upcoming fiscal year budget period is depicted in charts later in the Executive Summary section of this budget.

## Fund Balances

The resources to fund annual expenditures in each fund includes annual revenues, transfers in from other funds and fund balances. The use of certain fund balances is required to balance the FY 2018-19 budget. The following table indicates the fund and the amount of fund balance needed to balance the budgets for the coming year.

Fund Name	FY 2018-19
Gas Tax	\$579,555
RMRA	\$231,296
Measure M	\$140,000
Protective Services Fund	\$3,750
Lighting Maintenance 1819 Act	\$798,840

Lighting/Median Maintenance 1972 Act	\$161,001
FaCT Parks and Recreation	\$13,877
Senior Transportation	\$32,203
Housing Authority	\$5,084,504
Capital Projects	\$131,000
Parks and Recreation Facilities	\$13,637
Total	\$7,189,653

The City's General Fund budget for FY 2018-19 does not require any fund balance to achieve balance. In fact, over \$300,000 in fund balance will be committed in conjunction with this budget. The funds that do need fund balance to achieve balance will be reimbursed those amounts as a part of a grant, or will have funds advanced to them.

The uncommitted fund balance level of the General Fund is expected to start the FY 2018-19 fiscal year at a level of \$4.7 million and end FY 2018-19 at \$5.8 million. The fund balance of the General Fund is expected to grow during FY 2018-19 by \$1.1 million due to a \$1.4 million partial repayment of \$3.6 million in loans the General Fund made to the Redevelopment Agency before redevelopment dissolution occurred. Those increases are offset some by contributions to committed fund balances of \$0.3 million.

Gas Tax is using fund balance to help fund the Dale & Chanticleer Signal, the Certos Widen Project, Citywide Street Rehabilitation and Citywide Concrete Repair. RMRA will spend down revenues from the prior year as well as those budgeted in the current through a Citywide Street Rehabilitation project. Measure M will continue intentionally to spend down years of buildup of those funds through a Citywide Street Rehabilitation project. The Lighting Maintenance and Lighting/Median Maintenance funds are intending to utilize fund balance for increased costs related to the capital acquisition of streetlights from Southern California Edison and Street Light LED Upgrade. The Senior Transportation Fund has a small build-up of fund balance that will be utilized for additional services in this budget. The Housing Authority Fund is significantly dipping into fund balance for acquisition of a number of parcels of land.

The Capital Project Fund is funded through the General Fund or grants. The fund balance of this fund is expected to begin FY 2018-19 with less than \$0.5 million. The 2018-19 Budget calls for \$191,000 of projects over the next fiscal year. These projects include fixing the roof of the Sheriff's building, flooring in the Community Hall and paving the Community Services Center Parking Lot. As a result, the fund balance in this fund is expected to decline to about \$335,000 by the end of the budget period if the City Council authorizes staff to proceed with all of the budgeted projects.

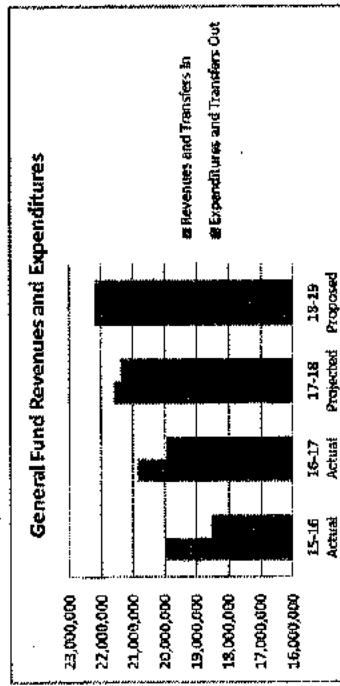
As available funds for Capital Projects are quite small, City Council approved the establishment of a Capital Improvement Reserve in March 2017 that commits fund balance for a particular purpose. While there is now a mechanism for contributing funds to the reserve, City Council also approved a one-time funding of that reserve with a commitment of \$5 million. While that reserve is not reflected in the Capital Projects

Fund, City Council can choose to transfer funds from the reserve to the Capital Projects Fund if capital needs require them.

#### General Fund

As noted above, over \$300,000 in fund balance will be committed in conjunction with the FY 2018-19 budget. For FY 2018-19, estimated General Fund revenues including transfers from other funds are increasing by \$0.74 million, or 3.6%, over FY 2017-18 original budgeted levels. The reasons for this increase are plentiful, from increases in property, tax revenues to increases in solid waste impact fees, motor vehicle fines, and indirect cost reimbursement and other revenues. Other revenue is increasing by over \$250,000 due to anticipated one-time revenues to the City.

General Fund budgeted expenditures, including transfers to other funds, for FY 2018-19 are up \$1,085,000 or 5.1% compared to the FY 2017-18 original budget. The increases for this year are due primarily to public safety costs (\$950,000) as a result of increasing Orange County Sheriff's Department and Orange County Fire Authority contracts (\$540,000 and \$250,000, respectively) along with the increase in required contribution to PERS for unfunded liability cost of safety employees (\$80,000).



The projected uncommitted fund balance of the General Fund at the beginning of FY 2018-19 is \$4.7 million, which represents 21% of FY 2018-19 General Fund expenditures. At the conclusion of the budget period at June 30, 2019, the anticipated uncommitted fund balance level of \$5.8 million will be 26% of FY 2018-19 General Fund expenditures.

A General Fund balance in the range of 21%-26% of annual expenditures is adequate for an organization and allows for a high degree of financial stability. In addition, in 2017 City Council adopted a General Fund Reserve Policy that calls for the establishment of five commitments of fund balance – an Economic Uncertainty Reserve,

and Emergency Equipment and Maintenance Reserve, and Emergency Disaster Contingency Reserve, a Capital Improvement Reserve and a Pension Stabilization Reserve. When factoring in over \$12.0 million in committed reserves and an additional \$3.4 million held in a Post-Employment Benefits Trust with PARS, the City has over 81% of annual expenditures in reserves coming into the fiscal year under budget and is anticipating being at 86% at fiscal year end.

#### Revenues

General Fund Revenues for 2018-19, including transfer from other funds, are estimated at **\$22,188,195**. Excluding transfers from other funds, the amount is **\$21,569,195**.

Revenue highlights include:

**Property Tax** revenue for the General Fund is expected to be \$5,931,000 for FY 2018-19, an increase of \$31,000 or 0.5% from the FY 2017-18 original budgeted level. The property tax estimate for FY 2018-19 is based on information from our property tax consultant, HdL Companies, who forecast very limited growth on tax increment, a 5.3% projected increase in Property Tax-In-Lieu revenue and a 21% decrease (\$180,000) in Other Property Tax revenue. The decrease compared to the prior year is a result of a one-time bump in the prior year due to proceeds from a one-time sale of property last year.

**Sales Tax** revenue is projected to decrease to \$4,105,000 for 2018-19, a decrease of 1.8% compared to the FY 2017-18 budget. HdL Companies, who serves as our sales tax consultant, forecast 1.4% decrease. This decrease is primarily due to Sam's Club closing, which is expected to decrease sales tax revenue by \$200,000.

**Transactions and Use Tax** revenue is projected to increase to \$4,075,000 in FY 2018-19, an increase of \$115,000 or 2.9% over original FY 2017-18 budget.

**Utility Users Tax** receipts are expected to increase by 1.3% in FY 2018-19, compared to the FY 2017-18 original budgeted level. Telephone revenues have followed the trend of the last few years and have taken the largest hit (down \$200,000 since FY 2014-15), as more and more people use the internet for phone services and the City has not modernized its Utility Users Tax municipal code – which would require voter approval – in decades. However, electricity revenues have increased \$80,000, or 6.7% over original FY 2017-18 budget, as conservation is less of a concern in light of last year's intense summer season. There are four components to utility user's tax revenues – electricity, telephone, gas and water.

## Expenditures

Fiscal Year 2018-19 General Fund operating expenditures, including transfers out to other funds, are budgeted at \$22,195,004. Excluding the transfers to other funds, the amount is \$22,170,004.

Key expenditure highlights are:

The largest increase will be to the **Law Enforcement** budget, which will increase by \$590,000 in FY 2018-19. The Orange County Sheriff's Department's (OCSO) contract is the major component in the Law Enforcement budget. That contract will increase by \$540,000 or 5.2% over the amended FY 2017-18 budget to a total of \$10,955,000 due to the increased cost of labor. While that is the largest individual increase the City faces this year, it is the second smallest percentage increase the City has received from the Orange County Sheriff's Department in six years.

**Fire Services** budget will increase by \$304,000 in FY 2018-19. Orange County Fire Authority (OCFA) contract costs are currently estimated to increase by \$250,000 in FY 2018-19, to \$4,456,000, representing a 5.88% increase. This estimate has been provided by OCFA along with a cost estimate relating to an annexation property tax pass through agreement made with OCFA.

The **Public Safety** department did not exist in the prior year, but it exists now due to the combination of the Emergency Management, Code Enforcement, and Parking Control divisions along with the Law Enforcement and Fire Services divisions which primarily relate to the contracts with OCSO and OCFA. Another public safety increase relates to retirement costs for former City safety employees. The increase in required contribution to CalPERS for annual unfunded liability payments is \$90,000, an increase of 19.3% over the prior year.

The **Community Development** department budget is decreasing by \$255,000, or 23.8% in FY 2018-19. This decrease is primarily due to Parking Control now being a part of the Public Safety Department.

The **Community Services** department budget is increasing by \$38,000, or 4.6% in FY 2018-19. The increase primarily relate to rising employee costs.

The **Administration** department budget is decreasing by \$145,000 or 5.7% in FY 2018-19. The decrease primarily relates to a budgeted decrease of the contract City Attorney expense and a reduction of transfers to other special revenue funds.

## Capital Improvements

The Capital Improvement Budget for the next year includes 16 projects at a total cost of \$8,669,068. The largest single project is \$5.0 million set aside for property acquisition in the Housing Authority. The budget also appropriates funds for a Sewer Improvement Project, acquisition of City street lights, retrofitting the street lights with LED lights, playground upgrades at Hollenbeck Park, Carrillos Widening, the completion of a traffic signal at Dale and Chanticleer, Citywide Street Rehabilitation Projects, and a Code Enforcement vehicle that follows the street sweeper, along with additional smaller projects.

## Personnel

The one change in staffing for FY 2018/19 includes the addition of an Economic Development Coordinator in lieu of economic development programs that were not being fully utilized. The position will perform a wide variety of professional support in planning and implementing economic development, redevelopment and housing, Community Development Block Grant (CDBG) projects and other programs. This position will also act as a liaison for the City to a variety of private, public, and community organizations and regulatory agencies as well as conduct studies and develop recommendations for action, policies and procedures. No changes to employee classifications are budgeted for the next fiscal year. The budget includes salary step adjustments for eligible employees, but does not include cost-of-living adjustments in this fiscal year.

## Strategic Plan Initiatives

On May 16, 2017, the City Council adopted the 2017 Strategic Plan. The Plan includes six components and 31 separate staff initiatives to implement those six components. Many of the initiatives were accomplished in the first fiscal year after the plan was approved, and a number of additional initiatives have been incorporated into this 2018-19 Budget.

The six components to the Strategic Plan are:

- Provide a Safe Community
- Promote a Strong Local Economy
- Promote a Quality Infrastructure
- Ensure Fiscal Stability and Efficiency in Governance
- Provide a High Quality of Life
- Maintain and Promote a Responsive, High Quality and Transparent Government



Some of the key initiatives that relate to this budget include:

- 1.3 Cameras throughout the City (funds available in this budget)
- 1.4 Enforce illegal fireworks (funds available in this budget)
- 2.1 Facilitate development of Village Center (accomplished with this budget)
- 3.1 Street light acquisition and conversion (accomplished with this budget)

#### Acknowledgements

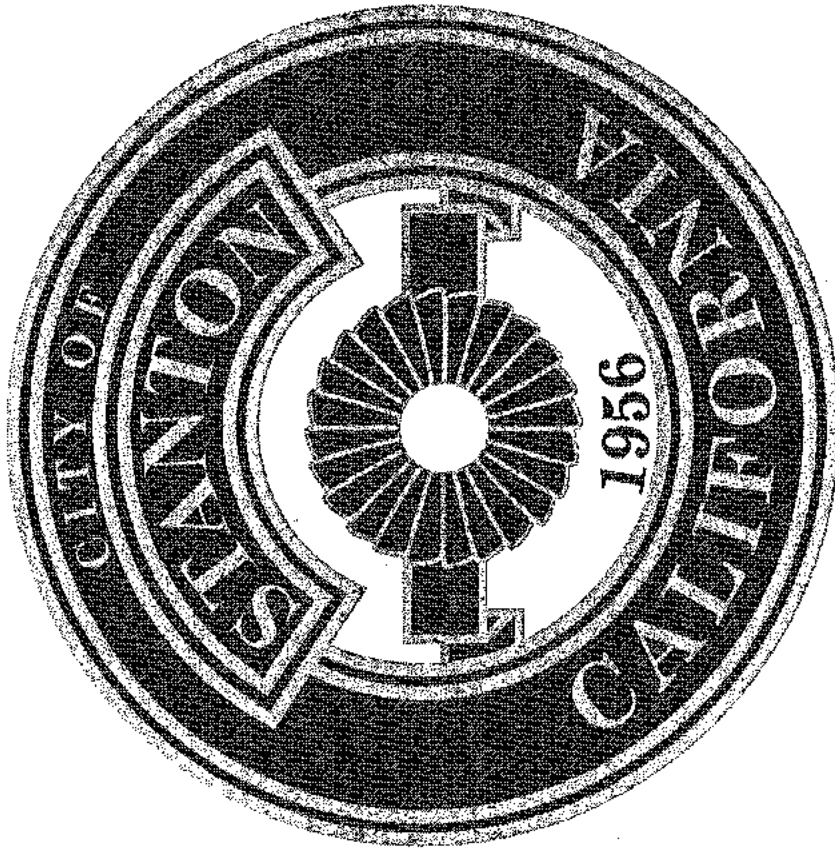
I would like to take this opportunity to thank the entire City staff and specifically the Administrative Services Department for their help in developing this 2018-19 Budget. Preparation of the budget involves many hours of work over several months by every City department, on top of all of the other responsibilities and work assignments that everyone has. I also want to express my appreciation to the City staff for their continued dedication and commitment to delivering the highest quality of services to the Stanton community.

And to the members of the City Council, I want to say again that I am honored to serve as your City Manager and to have the opportunity to work with you to continue to make Stanton a great place to live, work and play.

Respectfully submitted,



James A. Box  
City Manager



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# City of Stanton

## Members of the City Council

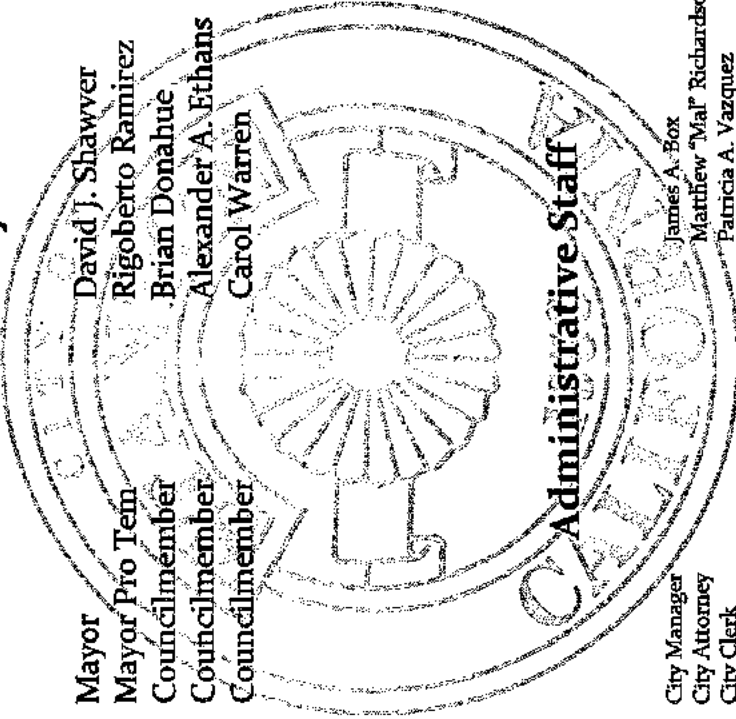
Mayor  
David J. Shawver

Mayor Pro Tem  
Rigoberto Ramirez

Councilmember  
Brian Donahue

Councilmember  
Alexander A. Ethans

Councilmember  
Carol Warren



City Manager  
James A. Box

City Attorney  
Matthew "Mal" Richardson

City Clerk  
Patricia A. Vazquez

Assistant City Manager  
Stephen M. Parker, CPA

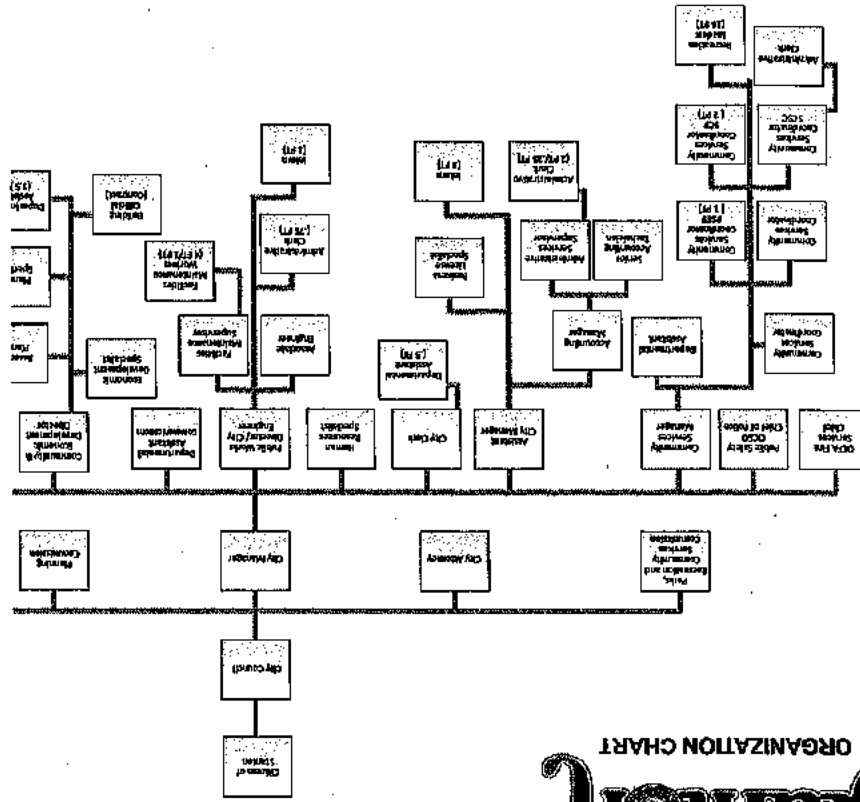
Community & Economic Development  
Director  
Kelly Hart

Community Services Manager  
Erin Burke

Public Works Director/City Engineer  
Allan Riggs

Fire Services Chief  
Bill Lockhart

Police Services Chief  
Lt. Nathan Wilson



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2018-19 Adopted Budget												
Activity	7/1/2018 opening				7/1/2018 ending				Fund Balance Available	Fund Balance/Working Capital	2018/2019 ending	
	Fund	Working Capital	Estimated Revenues	Operating Budget	Fund	Working Capital	Estimated Revenues	Operating Budget				
Unrestricted Fund (Budget and Amended)	107	\$ 4,702,948	\$2,559,185	\$ 2,219,000	B	-	\$ (600,000)	\$ 484,000	\$ 4,188	\$ 1,703,197	\$ (222,000)	\$ 5,025,396
Capital Reserve Funds:												
Capital Reserve Fund	211	61,094	68,772	67,950		574,000	(319,561)	(260,000)	(129,586)			34,409
Capital Reserve Fund	212	23,206	51,000	50,000		100,000	7,000	2,000	2,000			24,005
Capital Reserve Fund	213	306,688	409,000	409,000		100,000	(146,000)	1,000	1,000			208,688
Capital Reserve Fund (1972 Act)	224	580,682	461,000	461,000		0	57,500	(136,000)	(136,000)			42,134
Capital Reserve Fund (1972 Act)	225	689,000	705,000	776,000		850,000	1,421,000	1,860,000	(1,051,000)			516,001
Capital Reserve Fund	226	116,652	50,000	50,000		0	4,500	45,000	45,000			164,001
Capital Reserve Fund	290	30,825	200,000	200,000		0	(69,477)	25,000	(12,077)			9,748
Capital Reserve Fund	291	30,005	30,000	30,000		0	(2,000)	0	(2,000)			27,999
Capital Reserve Fund	292	4,005	0	0		0	0	0	0			4,005
Capital Reserve Fund	293	25,575	0	0		0	0	0	0			25,575
Capital Reserve Fund	294	30,448	0	0		0	0	0	0			30,448
Capital Reserve Fund	295	693,308	693,308	693,308		0	7,500	7,500	7,500			693,308
Capital Reserve Fund	296	16,000	0	0		0	0	0	0			16,000
Capital Reserve Fund	297	22,000,000	556,000	560,504		5,000,000	(5,000,004)	0	(5,000,004)			27,000,496
Capital Reserve Fund	298	693,308	693,308	693,308		0	0	0	0			693,308
Capital Reserve Fund	299	15,000	0	0		0	0	0	0			15,000
Capital Reserve Fund	300	0	0	0		0	0	0	0			0
Capital Reserve Fund	301	80,848,767	1,040,938	791,066		(500,000)	180,556	-	180,556			119,404,333
Capital Reserve Fund	305	466,071	4,000	100,000		60,000	(61,000)	60,000	(61,000)			545,071
Capital Reserve Fund	310	26,004	340,763	-		300,000	46,763	(60,000)	(13,237)			14,767
Capital Reserve Fund	303	80,848,767	1,040,938	791,066		(500,000)	180,556	-	180,556			119,404,333
Capital Reserve Fund	304	226,148	121,082	121,082		0	0	0	0			226,148
Capital Reserve Fund	604	129,265	64,075	64,075		0	0	0	0			129,265
Capital Reserve Fund	605	149,687	120,000	120,000		0	0	0	0			149,687
Capital Reserve Fund	606	147,000	147,000	147,000		0	0	0	0			147,000
Capital Reserve Fund	607	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	608	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	609	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	610	121,082	121,082	121,082		0	0	0	0			121,082
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Capital Reserve Fund	615	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	616	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	617	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	618	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	619	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	620	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	621	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	622	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	623	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	624	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	625	121,082	121,082	121,082		0	0	0	0			121,082
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Capital Reserve Fund	627	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	628	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	629	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	630	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	631	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	632	121,082	121,082	121,082		0	0	0	0			121,082
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Capital Reserve Fund	636	121,082	121,082	121,082		0	0	0	0			121,082
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Capital Reserve Fund	654	121,082	121,082	121,082		0	0	0	0			121,082
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Capital Reserve Fund	668	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	669	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	670	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	671	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	672	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	673	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	674	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	675	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	676	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	677	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	678	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	679	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	680	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	681	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	682	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	683	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	684	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	685	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	686	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	687	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	688	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	689	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	690	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	691	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	692	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	693	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	694	121,082	121,082	121,082		0	0	0	0			121,082
Capital Reserve Fund	695	121,082	121,082	121,082		0	0	0				

Available General Fund, Committed Fund, Encumbered Fund, Estimated Fund, and Estimated Fund Reserve Policy

# City of Stanton Interfund Transfers

City of Stanton  
Schedule of Interfund Transfers  
Fiscal Year 2018-19  
Annually

Transfers From:		Transfers To:	
General Fund	101	General Fund	101
Gas Tax	211	Fire Emerg Services	223
		Lighting	224
		Maintenance	224
		PSTF	271
		Parks & Rec Facilities	310
		TOTAL	
		101 General Fund	640,000
		220 Light/Medien Maint	1,260,000
		280 Port Grant	25,000
		305 Capital Projects	60,000
		901 NOC PSTF Agency Fund	76,000
		TOTAL	2,061,000
		1 Transfer to the General Fund to the extent of General Fund street related expenditures.	
		2 Transfer to fund the difference between current year revenues and current year expenditures.	
		3 Transfer to reimburse fund for related expenditure in prior fiscal year.	

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## City of Stanton Pension Disclosures ALL FUNDS

In 2014, the Orange County Grand Jury made recommendations regarding the budgets of cities in the County of Orange. The recommendations called for showing separate line items for predicted employee and employer contributions to the city pension system and identifying the names and dates of the CalPERS Annual Valuation Reports which call out Annual Required Contributions (ARCs) for those plans. As the pension expense line item is shown at a lower level of detail than the budget, unbellding that information in the expenditure detail sheets would not make sense. As a result, a separate schedule has been created to show this information.

	FY 2018 City Pension Expenses	FY 2018 Employee Pension Expenses
City of Stanton Miscellaneous Plan Annual Valuation Report as of June 30, 2015:		
General Fund	158,464	
Other Funds	43,467	
Unfunded Liability*	255,184	
Total	457,115	
City of Stanton Miscellaneous Second Tier Plan Annual Valuation Report as of June 30, 2016:		
General Fund	29,293	26,522
Other Funds	5,592	5,184
Total	34,885	31,706
City of Stanton PEPPRA Tier Annual Valuation Report as of June 30, 2016:		
General Fund	53,307	48,694
Other Funds	24,726	19,893
Total	78,033	68,587
City of Stanton Safety Plan Annual Valuation Report as of June 30, 2016:		
Unfunded Liability*		
Total	559,865	
All Plans Combined Annual Valuation Report as of June 30, 2016:		
General Fund	241,664	75,216
Other Funds	69,895	25,087
Unfunded Liability*	85,045	
Total	396,604	100,303

\*The miscellaneous Unfunded Liability payment is budgeted to be paid from Employee Benefit Internal Service Fund.  
^Stanton has not had Safety employees since 2014, and always paid the ARC, but Unfunded Liability payments remain.  
As the plan is inactive, CalPERS changed the amortization period effective FY 2018 from 30 years to 15 years.

17

# General Fund

# Stanton

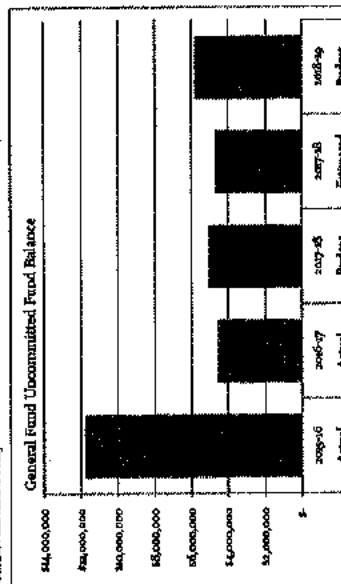
## City of Stanton Fund Balance Summary GENERAL FUND

The General Fund is the general operating fund of the City. All General Fund tax revenues and other receipts not allocated by law or contractual agreement to some other fund are accounted for in this fund. Expenditures of this fund include general operating expenses and capital expenditures that are not paid by other funds.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Estimated 2017-18	Budget 2018-19
Beginning Unencumbered Balance	\$ 9,394,000	\$ 10,341,704	\$ 10,341,704	\$ 10,341,704	\$ 10,341,704
Revenues	18,447,704	20,288,410	20,288,410	20,288,410	20,288,410
Transfers In	500,000	500,000	500,000	500,000	500,000
Transfers Out	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)
Expenditures	(16,944,894)	(16,944,894)	(16,944,894)	(16,944,894)	(16,944,894)
Less Change in Contractual FTA	390,000	390,000	390,000	390,000	390,000
Less Change in Nonspendable FB	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)
Unencumbered Fund Balance *	\$ 12,855,906	\$ 14,165,910	\$ 14,165,910	\$ 14,165,910	\$ 14,165,910

\* Excludes Contractual and Nonspendable Fund Balance

\* FY 16/17 increase included an \$1,875,000 increase in Contractual Fund Balance in conjunction with the implementation of Stanton's General Fund Reserve Policy



City of Stanton  
Revenue Summary  
GENERAL FUND

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
<b>Taxes</b>				
Property Tax	\$ 4,780,007	\$ 5,080,321	\$ 5,600,321	\$ 5,950,000
Property Tax Exemption	97,062	70,150	70,000	80,000
Sales and Use Tax	6,456,205	4,222,278	4,253,630	4,255,000
Transfer and Use Tax	3,930,594	4,095,973	4,077,900	4,077,900
Transfer and Use Tax Exemption	487,876	523,450	523,450	523,450
Franchise Fees	1,000,000	995,798	995,798	995,798
Business License	471,750	415,997	415,997	415,997
Utility Users Tax	3,015,945	3,020,324	3,020,324	3,020,324
<b>Total Taxes</b>	<b>\$ 18,752,829</b>	<b>\$ 19,868,763</b>	<b>\$ 21,169,644</b>	<b>\$ 22,062,809</b>
<b>Intergovernmental</b>				
Intergovernmental	290,528	200,328	255,000	255,000
<b>Total Intergovernmental</b>	<b>\$ 290,528</b>	<b>\$ 200,328</b>	<b>\$ 255,000</b>	<b>\$ 255,000</b>
<b>Fees and Permits</b>				
Professional Fees	1,088,020	1,270,176	1,280,450	1,275,000
Development Fees	1,461,322	1,053,144	1,053,144	1,053,144
Community Services Fees	56,161	50,165	50,165	50,165
<b>Total Fees and Permits</b>	<b>\$ 2,605,503</b>	<b>\$ 2,373,485</b>	<b>\$ 2,383,759</b>	<b>\$ 2,378,309</b>
<b>Fines &amp; Forfeitures</b>				
Fines & Forfeitures	1,755,655	1,500,000	1,500,000	1,500,000
<b>Total Fines and Forfeitures</b>	<b>\$ 1,755,655</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>
<b>Use of Money and Property</b>				
Investment Earnings	26,926	26,926	190,000	190,000
Rental Income	90,240	104,545	104,545	104,545
<b>Total Use of Money and Property</b>	<b>\$ 117,166</b>	<b>\$ 131,471</b>	<b>\$ 294,545</b>	<b>\$ 294,545</b>
<b>Miscellaneous Revenue</b>				
Miscellaneous Revenue	93,859	660,984	355,613	670,000
Pass-Through Payment	257,772	275,653	275,653	275,653
<b>Total Miscellaneous Revenue</b>	<b>\$ 351,631</b>	<b>\$ 936,637</b>	<b>\$ 631,266</b>	<b>\$ 945,653</b>
<b>Transfers In</b>				
Transfers In	1,031,115	540,000	616,000	640,000
<b>Total Transfers In</b>	<b>\$ 1,031,115</b>	<b>\$ 540,000</b>	<b>\$ 616,000</b>	<b>\$ 640,000</b>
<b>Total Revenue and Transfers In</b>	<b>\$ 20,810,943</b>	<b>\$ 21,810,943</b>	<b>\$ 23,610,943</b>	<b>\$ 24,610,943</b>
<b>Less: Transfers In</b>	<b>\$ (936,631)</b>	<b>\$ (936,631)</b>	<b>\$ (631,266)</b>	<b>\$ (945,653)</b>
<b>Total Revenue</b>	<b>\$ 19,874,312</b>	<b>\$ 20,874,312</b>	<b>\$ 22,979,677</b>	<b>\$ 23,665,290</b>

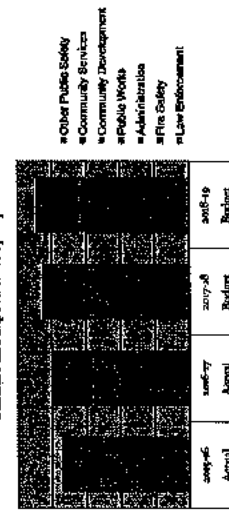
Total General Fund Revenue



City of Stanton  
Expenditure Summary by Department  
GENERAL FUND

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
<b>100 City Council</b>	<b>\$ 69,306</b>	<b>\$ 72,564</b>	<b>\$ 72,564</b>	<b>\$ 72,564</b>
100 City Attorney	48,412	305,297	310,000	310,000
100 City Manager	31,413	388,487	388,487	388,487
200 City Clerk	13,906	62,785	62,785	62,785
200 Personnel/HR Management	86,069	100,000	100,000	100,000
200 Liability/Risk Management	86,069	72,739	72,739	72,739
200 Administrative Services	704,154	704,154	704,154	704,154
200 Information Technology	704,154	704,154	704,154	704,154
200 Non Dept (includes Transfer)	233,265	500,000	500,000	500,000
<b>Administration</b>	<b>\$ 1,664,158</b>	<b>\$ 1,664,158</b>	<b>\$ 1,664,158</b>	<b>\$ 1,664,158</b>
200 Emergency Preparedness	10,430	8,705	8,705	8,705
200 Law Enforcement	9,048,774	10,065,309	10,065,309	10,065,309
200 Fire Protection	3,068,890	4,007,758	4,007,758	4,007,758
200 Public Safety	140,559	19,594	19,594	19,594
200 Code Enforcement	23,657	23,657	23,657	23,657
<b>Public Safety</b>	<b>\$ 13,292,514</b>	<b>\$ 14,225,073</b>	<b>\$ 14,225,073</b>	<b>\$ 14,225,073</b>
300 Engineering	105,873	87,665	87,665	87,665
300 Public Facilities	242,236	242,236	242,236	242,236
300 Public Maintenance	224,665	224,665	224,665	224,665
300 Street Maintenance	224,665	224,665	224,665	224,665
300 Storm Drainage	122,680	122,680	122,680	122,680
<b>Public Works</b>	<b>\$ 700,109</b>	<b>\$ 700,109</b>	<b>\$ 700,109</b>	<b>\$ 700,109</b>
400 Planning	37,086	37,086	37,086	37,086
400 Building	37,086	37,086	37,086	37,086
400 Business Relations	115,325	115,325	115,325	115,325
<b>Community Development</b>	<b>\$ 609,587</b>	<b>\$ 609,587</b>	<b>\$ 609,587</b>	<b>\$ 609,587</b>
500 Parks and Recreation	190,885	190,885	190,885	190,885
500 Community Center	20,128	20,128	20,128	20,128
500 Stanton Central Park	43,082	43,082	43,082	43,082
<b>Community Services</b>	<b>\$ 664,195</b>	<b>\$ 664,195</b>	<b>\$ 664,195</b>	<b>\$ 664,195</b>
<b>Expenditures and Transfers Out</b>	<b>\$ 18,964,924</b>	<b>\$ 19,964,924</b>	<b>\$ 19,964,924</b>	<b>\$ 19,964,924</b>
<b>Less: Transfers Out</b>	<b>\$ (3,200,000)</b>	<b>\$ (3,200,000)</b>	<b>\$ (3,200,000)</b>	<b>\$ (3,200,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 15,764,924</b>	<b>\$ 16,764,924</b>	<b>\$ 16,764,924</b>	<b>\$ 16,764,924</b>

General Fund Expenditures by Department

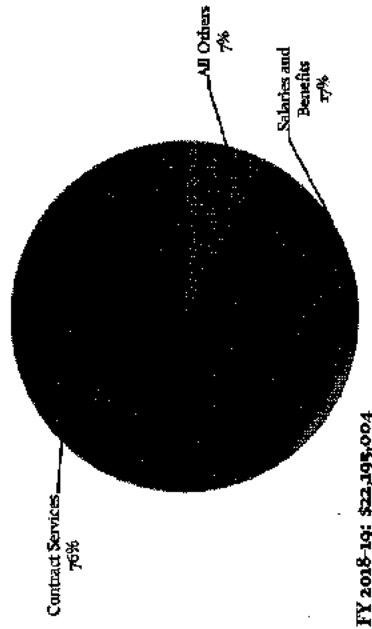


City of Stanton  
Expenditure Summary by Line Item  
GENERAL FUND

Actual	Actual	Budget	Budget
2016-17	2017-18	2017-18	2016-17

Salaries & Wages	\$ 1,859,043	\$ 2,032,148	\$ 2,424,408	\$ 2,582,099
Benefits	\$ 799,756	\$ 822,785	\$ 1,124,492	\$ 1,268,744
Equipment & Supplies	\$ 364,586	\$ 252,405	\$ 204,041	\$ 201,741
Repairs & Maintenance	\$ 138,232	\$ 185,998	\$ 105,480	\$ 191,269
Utilities	\$ 327,140	\$ 301,645	\$ 330,626	\$ 406,200
Rental Expense	\$ 3,491	\$ 3,491	\$ 3,520	\$ 4,320
Insurance	\$ 90,393	\$ 79,990	\$ 90,800	\$ 93,820
Professional Development	\$ 73.11	\$ 86,360	\$ 105,917	\$ 104,133
Contract Services	\$ 14,378,004	\$ 15,532,873	\$ 16,205,961	\$ 16,743,154
Recreation Events	\$ 57,193	\$ 46,450	\$ 42,145	\$ 22,645
Recreation Programs	\$ 475	\$ 500	\$ 500	\$ 500
Redevelopment Programs	\$ 24,149	\$ 22,342	\$ 55,000	\$ 49,000
Payment to Other Agencies	\$ 43,140	\$ 39,401	\$ 48,000	\$ 49,000
Interdepartmental Charge	\$ 307,938	\$ 391,714	\$ 413,544	\$ 492,379
Capital Assets	\$ 78,241	\$ 74,718	\$ 18,291	\$ 10,000
Transfers Out	\$ 31,200	\$ 93,550	\$ 128,000	\$ 25,000
<b>Total Expenditures &amp; Transfer</b>	<b>\$ 18,596,092</b>	<b>\$ 19,967,369</b>	<b>\$ 21,370,327</b>	<b>\$ 22,195,004</b>
<b>Less: Transfer Out</b>	<b>\$ (31,200)</b>	<b>\$ (93,550)</b>	<b>\$ (128,000)</b>	<b>\$ (25,000)</b>
<b>Total Expenditures</b>	<b>\$ 18,524,892</b>	<b>\$ 19,873,819</b>	<b>\$ 21,242,327</b>	<b>\$ 22,170,004</b>

City of Stanton  
Summary of Expenditures and Transfers Out  
GENERAL FUND



**City of Stanton  
Five-Year Financial Projections (FY 18/19 - FY 22/23)  
General Fund Revenue Summary**

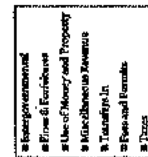
The assumptions in the following projections include:

- \* Assumed growth between 5% annually for most revenue line items (except IUT, which has a 4% reduction)
- \* No revenue growth for Taxes & Professions, Intergovernmental, Miscellaneous Revenue and Transfers
- \* Dependable growth of 0-2% for most expenditure line items the City can control costs
- \* A \$200,000 increase in costs every two years in City Clerk for election expenses.
- \* An assumed 3% annual increases for Law Enforcement from Orange County Sheriff's Department.
- \* An assumed 4% annual Orange County Authority increase for Fire Protection costs
- \* An annual increase in Committed Fund Balances to maintain an Economic Uncertainty Reserve at 46.67% of General Fund expenditures (rounded to the next \$100,000)
- \* An annual increase in Committed Fund Balance to contribute 4% of operating expenditures to the Capital Improvement Reserve
- \* An annual change in Nonspendable Fund Balance by the projected repayment of the City's advance to the Successor Agency through the Recognized Obligation Payment Schedule process (Note - those repayments are projected to end in FY 2009-10)

<sup>14</sup> Excludes Contracted Fund Balance ranging from \$34,000,000 in FY 2009 to \$61,500,000 held in a Post-Employment Benefit Trust with PAGA.

**Employment Benefit Trust with PARE**  
A Combined Trust Balance would be used to assess the Unsecured Trust Fund Balance did not as a reserve.

**Employers must deposit Trust with FICA.**  
 a. Combined FICA Balance would be used to ensure that Unemployment Fund Balance did not go negative.



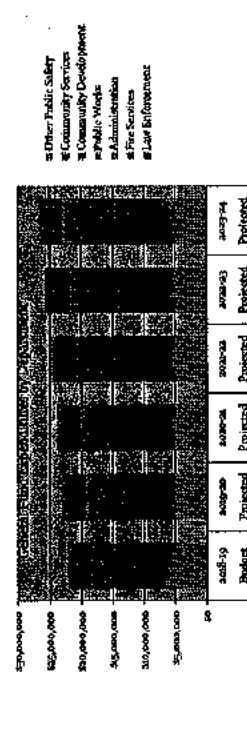
**Total Current Fund Balance**

Year	Domestic Production	Exported Production	Projected Production	Projected Production
2008-09	2189.56	2222.22	2024.33	2022.22



**City of Stanton**  
**Five-Year Financial Projections (FY 18/19 - FY 22/23)**  
**General Fund Expenditure Summary by Department**

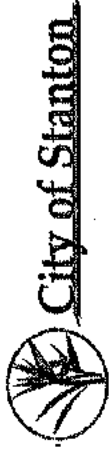
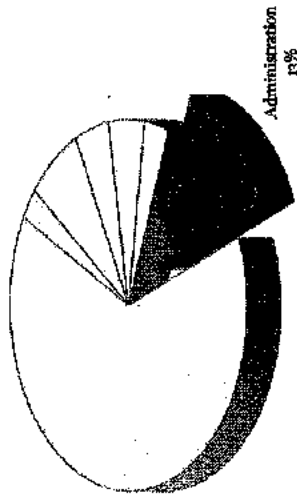
	Budget 18/18-19	Projected 2019-20	Projected 2020-21	Projected 2021-22	Projected 2022-23	Projected 2023-24
<b>1000 City Council</b>	\$ 125,501	\$ 127,920	\$ 128,330	\$ 129,679	\$ 130,909	\$ 132,128
<b>1100 City Attorney</b>	185,000	185,200	185,300	185,400	185,500	185,600
<b>1200 City Manager</b>	375,723	375,998	376,273	376,548	376,823	377,098
<b>1300 City Clerk</b>	270,700	270,800	270,900	271,000	271,100	271,200
<b>1400 Personnel/Risk Management</b>	102,477	102,477	102,477	102,477	102,477	102,477
<b>1500 Liability/Risk Management</b>	82,305	82,305	82,305	82,305	82,305	82,305
<b>1600 Administrative Services</b>	82,305	82,305	82,305	82,305	82,305	82,305
<b>1700 Information Technology</b>	82,305	82,305	82,305	82,305	82,305	82,305
<b>1800 Non-Dept (includes Transfers)</b>	324,900	324,900	324,900	324,900	324,900	324,900
<b>Administration</b>	<b>2,443,928</b>	<b>2,443,928</b>	<b>2,443,928</b>	<b>2,443,928</b>	<b>2,443,928</b>	<b>2,443,928</b>
<b>1900 Emergency Preparedness</b>	4,500	4,500	4,500	4,500	4,500	4,500
<b>2000 Law Enforcement</b>	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
<b>2100 Fire Protection</b>	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
<b>2200 Public Safety</b>	16,504,500	16,504,500	16,504,500	16,504,500	16,504,500	16,504,500
<b>2300 Engineering</b>	227,232	227,232	227,232	227,232	227,232	227,232
<b>2400 Public Facilities</b>	337,433	337,433	337,433	337,433	337,433	337,433
<b>2500 Public Maintenance</b>	414,528	414,528	414,528	414,528	414,528	414,528
<b>2600 Street Maintenance</b>	278,239	278,239	278,239	278,239	278,239	278,239
<b>2700 Sewer System</b>	225,000	225,000	225,000	225,000	225,000	225,000
<b>Public Works</b>	<b>1,272,432</b>	<b>1,272,432</b>	<b>1,272,432</b>	<b>1,272,432</b>	<b>1,272,432</b>	<b>1,272,432</b>
<b>2800 Planning</b>	252,455	252,455	252,455	252,455	252,455	252,455
<b>2900 Building Regulation</b>	365,189	365,189	365,189	365,189	365,189	365,189
<b>3000 Business Relations</b>	167,250	167,250	167,250	167,250	167,250	167,250
<b>Community Development</b>	<b>584,934</b>	<b>584,934</b>	<b>584,934</b>	<b>584,934</b>	<b>584,934</b>	<b>584,934</b>
<b>3100 Parks and Recreation</b>	646,295	646,295	646,295	646,295	646,295	646,295
<b>3200 Community Center</b>	36,499	36,499	36,499	36,499	36,499	36,499
<b>3300 Stanton Central Park</b>	36,499	36,499	36,499	36,499	36,499	36,499
<b>Community Services</b>	<b>679,293</b>	<b>679,293</b>	<b>679,293</b>	<b>679,293</b>	<b>679,293</b>	<b>679,293</b>
<b>Expenditures and Transfers Out</b>	<b>22,000,000</b>	<b>22,000,000</b>	<b>22,000,000</b>	<b>22,000,000</b>	<b>22,000,000</b>	<b>22,000,000</b>
<b>Less: Transfers Out</b>	<b>(25,000)</b>	<b>(25,000)</b>	<b>(25,000)</b>	<b>(25,000)</b>	<b>(25,000)</b>	<b>(25,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>21,975,000</b>	<b>21,975,000</b>	<b>21,975,000</b>	<b>21,975,000</b>	<b>21,975,000</b>	<b>21,975,000</b>



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## General Administration

City Council \* City Attorney \* City Manager  
City Clerk \* Personnel/Risk Management \* Insurances  
Administrative Services \* Information Technology  
Emergency Preparedness \* Non-Departmental



City of Stanton

## CITY COUNCIL

### MISSION:

The City Council addresses the current and future needs of the City through the adoption of policies that promote the best interests of the community and the City's relationships with citizens, business, community organizations and other governmental agencies.

### PRIMARY ACTIVITIES:

The City Council reviews and decides issues affecting the City; enacts laws and directs actions as required to provide for the general welfare of the community through programs, services and activities; provides policy guidance to City staff; adopts the City's annual operating budget; makes appointments to vacancies on various commissions and committees; provides City policy and input on local, state, and federal matters affecting the City of Stanton. The City Council also serves as the Board of Directors of the Stanton Successor Agency, the Stanton Housing Authority, the Stanton Public Financing Authority and the Stanton Parking Authority.



Stanton

2018-2019 Operating Budget

**CITY OF STANTON  
EXPENDITURE SUMMARY  
CITY COUNCIL**

General Fund - 101 & 102 City Council - 1100	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 52,852	\$ 52,169	\$ 52,169	\$ 52,169
Benefits	1,375	1,389	1,384	1,461
Equipment & Supplies	10,774	8,651	11,500	11,500
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	42,192	46,101	48,100	50,754
Contract Services	-	-	-	-
Recreation Events	10,738	17,680	18,000	8,000
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	1,465	1,455	1,688	1,887
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Payment to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 119,196</b>	<b>\$ 127,644</b>	<b>\$ 133,651</b>	<b>\$ 125,801</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
City Council Members*	2.50	2.50	2.50	2.50
<b>Total Personnel</b>	<b>2.50</b>	<b>2.50</b>	<b>2.50</b>	<b>2.50</b>

\*There are 5 City Council Members who are part-time employees



**CITY ATTORNEY**

**MISSION:**

The City Attorney provides effective legal counsel and services to the City Council, advisory boards, commissions and staff, with the goal of assuring legal compliance with applicable laws and protecting the City's interest on all legal matters.

**PRIMARY ACTIVITIES:**

The City Attorney defends or prosecutes legal actions in which the City is involved; prepares and reviews ordinances, resolutions, contracts, opinions, litigation and other related documents; appraises City officials of changes in statute or case law for the purpose of providing legal advice and ensures that City activities comply with all pertinent laws. The City Attorney attends all City Council, Successor Agency and Planning Commission meetings.

**DEPARTMENT INITIATIVES:**

- Provide successful defense of City in ongoing litigation.
- Assist staff in ensuring compliance with Adult Use Ordinance by all adult businesses.
- Assist staff in ensuring compliance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act



**CITY OF STANTON  
EXPENDITURE SUMMARY  
CITY ATTORNEY**

General Fund - 101 City Attorney - 1200	Actual 2018-18	Actual 2018-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	481,412	303,527	350,000	280,000
Recreation Events	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 481,412</b>	<b>\$ 303,527</b>	<b>\$ 350,000</b>	<b>\$ 280,000</b>

	Actual 2018-18	Actual 2018-17	Budget 2017-18	Budget 2018-19
<b>PERSONNEL</b>				
None	-	-	-	-
<b>Total Personnel</b>	-	-	-	-

\*\* City Attorney services are provided under contract



**CITY MANAGER**

**MISSION:**

The City Manager is appointed by the City Council to serve as the City's chief administrative officer. The City Manager is responsible for providing effective municipal services through administrative direction of City departments in accordance with policies established by the City Council.

**PRIMARY ACTIVITIES:**

The City Manager provides municipal services by effectively directing all City activities, finances and personnel. The City Manager serves as Executive Director of the Successor Agency to the Stanton Redevelopment Agency and the Stanton Housing Authority; prepares accurate information and appropriate recommendations on policy matters to aid the City Council in decision making; carries out policies established by the City Council; prepares the annual budget; coordinates the City's working relationships with local, regional, state and federal public agencies on issues and problems affecting the City; coordinates departmental activities to assure City Council Strategic Goals are met; meet established milestones, quality requirements and budgets; coordinates and reviews all City Council agenda items to provide the City Council with timely, adequate information for each meeting; and serves as liaison between City administration and community organizations and citizens. The City Manager is responsible for the direction of law enforcement, fire protection, animal control, and crossing guard services. The City Manager also coordinates with Southern California Edison Company for parkland use of their easements and negotiates and monitors cell tower usage in the City.

Under the City Manager's office, staff manages public information dissemination for the City through the Public Information Office (PIO) Committee, press releases and social media. The City Manager's Office also manages Emergency Management aspects of the City; and is the City Liaison to the Stanton Community Foundation.





#### DIVISION INITIATIVES:

The City Manager will continue to focus his efforts and coordinate with all City departments to implement the City Council's Strategic Plan.

Six Core Elements of the Strategic Plan:

- Provide a Safe Community.
- Promote a Strong Local Economy.
- Provide a Quality Infrastructure.
- Ensure Fiscal Stability and Efficiency in Governance.
- Provide a High Quality of Life.
- Maintain and Promote a Responsive, High Quality and Transparent Government.

#### CITY OF STANTON EXPENDITURE SUMMARY CITY MANAGER

General Fund - 101 City Manager - 1300	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 204,487	\$ 242,659	\$ 235,089	\$ 234,182
Benefits	60,483	73,192	69,170	71,170
Equipment & Supplies	1,475	816	880	930
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	8,814	8,109	8,100	8,100
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	41,445	43,631	45,351	47,328
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 345,463</b>	<b>\$ 368,407</b>	<b>\$ 358,639</b>	<b>\$ 361,721</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Administrative Clerk				
Departmental Assistant*	0.20	0.20	0.20	0.20
City Manager	1.00	0.85	0.85	0.80
Community Services Director	0.50	0.35	-	-
Departmental Assistant -	-	0.50	1.00	1.00
Communications*	0.25	0.15	0.15	0.15
City Clerk	-	-	-	-
<b>Total Personnel</b>	<b>1.95</b>	<b>1.95</b>	<b>2.20</b>	<b>2.15</b>

\* Departmental Assistant - Communication position approved on November 24, 2015  
\* Administrative Clerk position was reassigned to a Departmental Assistant on March 5, 2017



## CITY CLERK

### MISSION:

The mission of the Stanton City Clerk is to provide the City and its citizens professional and courteous service; easy access to information; and guidance through the process to facilitate open participation in the decision and policy making of Stanton's government.

### PRIMARY ACTIVITIES:

The City Clerk administers the City's legislative processes. This entails conducting the City's elections and serving as filing officer for the Political Reform Act; preparing agendas for City meetings, keeping accurate records of the meetings and complying with the open meeting law (Ralph M. Brown Act, California Government Code §54950 et seq.). The City Clerk maintains the City's historical records as well as the Stanton Municipal Code and administers a City-wide Records Management program. The City Clerk serves as Clerk of the City Council, Secretary of the Stanton Successor Agency, Secretary of the Stanton Parking Authority, Secretary of the Stanton Public Financing Authority, Secretary of the Stanton Housing Authority and Secretary of the Stanton Oversight Board.

Stanton

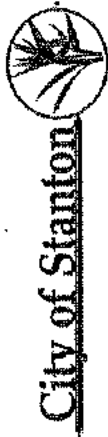
2018-2019 Operating Budget

## CITY OF STANTON EXPENDITURE SUMMARY CITY CLERK

General Fund - 101 City Clerk - 1400	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
<b>Salaries &amp; Wages</b>	\$ 59,732	\$ 64,895	\$ 80,199	\$ 76,905
Benefits	24,865	28,561	33,475	33,634
Equipment & Supplies	2,449	2,664	2,700	2,600
Repairs and Maintenance	4,044	4,044	4,500	4,044
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	625	368	1,500	1,530
Contract Services	10,548	51,171	44,200	38,000
Recreation Events	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	11,543	12,130	13,571	13,985
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expenses	-	-	-	-
Pass-Through to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 113,906</b>	<b>\$ 163,785</b>	<b>\$ 189,145</b>	<b>\$ 176,710</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Departmental Assistant <sup>^</sup>	0.30	0.30	0.30	0.30
City Clerk	0.75	0.70	0.70	0.65
<b>Total Personnel</b>	<b>1.05</b>	<b>1.00</b>	<b>1.00</b>	<b>0.95</b>

<sup>^</sup> Administrative Clerk position was reassigned to a Departmental Assistant on March 5, 2017



## PERSONNEL AND RISK MANAGEMENT

### MISSION:

The Personnel and Risk Management program contributes to the City's organizational vision by providing a personnel system which ensures the selection of qualified individuals for City employment; equal opportunity for candidates for positions in the City's service, and legal adherence to federal, state and local employment laws and guidelines. This department administers the employee compensation, benefits, and training programs that serve to attract and keep high caliber employees in the City service. Additionally, this program manages the City's General Liability, Workers Compensation and other risk programs.

### PRIMARY ACTIVITIES:

Personnel staff conducts recruitment and selection of candidates for positions in the City service; administers the City's Personnel Rules and Regulations, and related policies; administers the City's employee benefits program including health, dental, vision, retirement and life insurance; and coordinates various employee training and recognition programs. This program also provides administrative oversight of the City's General Liability, Workers Compensation, Property and other insurance programs.

## CITY OF STANTON EXPENDITURE SUMMARY PERSONNEL/RISK MANAGEMENT

General Fund - 101 Personnel/Risk Management-1410	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 49,211	\$ 55,370	\$ 66,363	\$ 66,592
Benefits	7,826	16,821	19,830	21,800
Equipment & Supplies	1,453	1,418	1,500	1,300
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	672	919	1,076	1,076
Contract Services	12,871	9,110	9,500	9,500
Recreation Events	7,481	7,101	7,500	7,500
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	9,574	10,516	11,382	12,418
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 89,069</b>	<b>\$ 101,053</b>	<b>\$ 116,950</b>	<b>\$ 123,185</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Departmental Assistant/ Human Resources Specialist*	1.00	1.00	1.00	1.00
<b>Total Personnel</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>

\*Departmental Assistant position was reclassified to a Human Resources Specialist on March 5, 2017



## INSURANCES

### MISSION:

The Insurances Program provides the appropriate insurance coverage that will adequately protect the City from unexpected losses.

### PRIMARY ACTIVITIES:

The primary activity of the Insurances Program is to procure the necessary types and amounts of insurance to protect the City including but not limited to flood and earthquake, property damage, crime, cyber security and employment practices. The City is a member of Public Entity Risk Management Authority (PERMA), a member-directed pool that provides financially secure, stable and cost effective coverage programs and risk management services to its members and participates in the following insurance programs:

- The Flood and Earthquake Insurance Program provides property damage coverage resulting from a flood or an earthquake.
- The Property Insurance Program provides commercial insurance for property and auto physical damage coverage for City properties and vehicles.
- The Crime Coverage Program provides public employee dishonesty, forgery or alteration and computer fraud coverage. The Property and Auto Physical Damage program.
- The Cyber Liability Program provides coverage for information security and privacy liability, privacy notifications costs, regulatory defense and penalties, website media content liability, cyber extortion, first party data protection and business interruption losses.
- The Employment Practices Liability Program provides coverage for employment related lawsuits, such as wrongful termination and discrimination, through participation in the Employment Risk Management Authority (ERMA).

## CITY OF STANTON EXPENDITURE SUMMARY INSURANCES

General Fund - 101 Insurance-1430	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	84,523	73,739	85,000	89,820
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 84,523</b>	<b>\$ 73,739</b>	<b>\$ 85,000</b>	<b>\$ 89,820</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	-	-	-	-





## ADMINISTRATIVE SERVICES

### MISSION:

The Administrative Services Department is charged with providing financial management, budgeting, accounting, cash management, business licensing, revenue collection, payroll, purchasing, information technology and general administrative support services for the City and Successor Agency to the Stanton Redevelopment Agency.

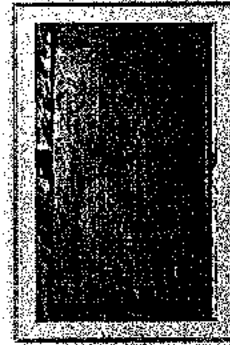
### PRIMARY ACTIVITIES:

Services provided through the finance and accounting functions include the maintenance of reliable accounting records, payment of approved demands against the City treasury, financial statement reporting, preparation of the budget with the City Manager, prudent fiscal planning, payroll processing and reporting, and debt administration. The Administrative Services Department also administers the City's Internal Service Funds, as well as Federal and State grants and Special Revenue Funds, which includes the monitoring of the financial position of these programs.

Internal controls are established and maintained to ensure that the assets of the City are protected from loss, theft or misuse and to ensure that adequate accounting data allows for the preparation of financial statements in conformity with generally accepted accounting principles. Internal controls are evaluated to determine that the cost does not exceed the benefits likely to be derived. Financial reports are used as a tool to measure the results of operations for a variety of purposes, both internal (periodic financial performance reports to the City Council, Successor Agency, City Manager, and operating departments) and external (reports to other governmental agencies for informational and legal compliance purposes).

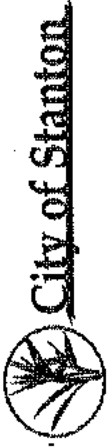
The cash management function is responsible for the prudent investment of surplus funds. The City's Investment Policy directs the investment of City and Successor Agency monies with the following priorities established: preservation and safety of principal, liquidity necessary to meet daily cash flow requirements and maximized yield after the first two priorities are met.

The Investment Policy is reviewed annually and is submitted to the City Council for approval. A centralized cashier safeguards and records all cash receipts and deposits received by the City.



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The Administrative Services Department administers the business license, transient occupancy tax and utility users tax programs.

The financial statements of the City and the Successor Agency are examined annually by an independent, certified public accounting firm, which renders an opinion that the financial statements fairly represent the financial position of the City and the results of its operations in all material respects.

Operations of the City and Successor Agency are also reviewed for compliance with various laws and regulations.

The Administrative Services Department manages the Information Technology needs of the City, including computer equipment and software, data storage and management, website, and the telephone system.

The administrative support function covers a range of activities that include receptionist, telephone switchboard services and office supplies procurement.

### DEPARTMENT INITIATIVES:

- Evaluate Pension Stability
- Maintain a Balanced Budget

Stanton

2018-2019 Operating Budget

**CITY OF STANTON**  
**EXPENDITURE SUMMARY**  
**ADMINISTRATIVE SERVICES**

General Fund - 101 & 102 Administrative Services - 1500	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 423,184	\$ 446,571	\$ 483,258	\$ 493,328
Benefits	95,216	106,882	113,921	102,964
Equipment & Supplies	20,319	19,377	17,500	25,000
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	3,957	7,413	8,985	4,777
Contract Services	89,597	98,657	91,945	98,600
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Change	73,880	77,485	81,653	84,844
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 706,154</b>	<b>\$ 756,373</b>	<b>\$ 807,173</b>	<b>\$ 812,511</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Administrative Clerk FT**	-	-	-	0.35
Administrative Clerk PT	1.00	0.96	0.96	0.95
Administrative Clerk PT*	-	0.35	0.35	0.35
Adm Services Intern^	-	0.50	0.50	0.50
Accounting Technician	1.00	0.95	0.95	0.95
Adm Services Coordinator	1.00	0.95	0.95	0.95
Accounting Manager	1.00	0.90	0.90	0.85
Assistant City Manager**	1.00	0.85	0.85	0.80
Business License Specialist	-	1.00	1.00	1.00
<b>Total Personnel</b>	<b>5.00</b>	<b>5.36</b>	<b>5.36</b>	<b>6.30</b>

\*\* Position replaced Administrative Services Director as of March 5, 2018

\* An Administrative Clerk PT position was made into FT on March 5, 2017

^ An Adm Services Intern position was created on November 8, 2016



**INFORMATION TECHNOLOGY**

**MISSION:**

The Information Technology Program provides the consistent, timely and reliable technology tools to support the City's staff, Council members and members of the community.

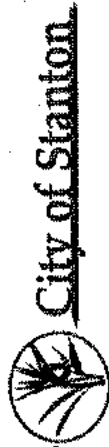
**PRIMARY ACTIVITIES:**

The primary activities of the Information Technology Program include management of the City's computers and network infrastructure, data storage and management, website and the telephone system.

**DIVISION INITIATIVES:**

- Enhance both internal and external network security

**Stanton**



**CITY OF STANTON  
EXPENDITURE SUMMARY  
INFORMATION TECHNOLOGY**

General Fund - 401 Information Technology - 1510	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	9,845	5,408	6,000	6,000
Equipment & Supplies	24,836	36,823	34,840	43,805
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	67,178	61,170	83,000	71,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	34,574	74,718	5,000	10,000
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 136,433</b>	<b>\$ 178,119</b>	<b>\$ 123,840</b>	<b>\$ 130,805</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	-	-	-	-

**NON-DEPARTMENTAL**

**MISSION:**

The Non-Departmental Program provides for certain services and activities that benefit the entire organization.

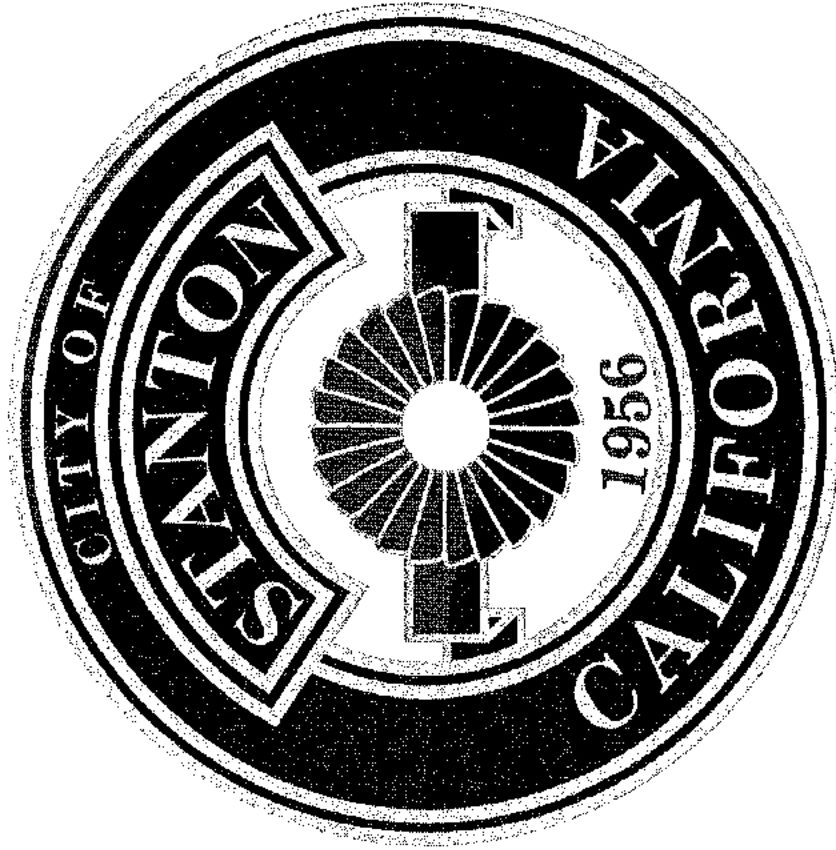
**PRIMARY ACTIVITIES:**

The primary activity of the Non-Departmental Program is to financially support citywide services and activities through direct expenditures and transfers to other funds. Copier lease and maintenance costs are in this division as well as the Animal Control and School Crossing Guard contracts.

CITY OF STANTON  
EXPENDITURE SUMMARY  
NON-DEPARTMENTAL

General Fund - 101 & 102 Non-Departmental - 1000	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	84,292	31,006	-	-
Equipment & Supplies	158,957	6,318	7,000	7,000
Repairs and Maintenance	14,231	13,612	14,000	15,500
Utilities	9,884	8,885	9,000	9,000
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	1,150	1,600	3,500	2,000
Contract Services	303,718	407,184	206,000	232,000
Recreation Events	-	-	-	-
Recreation Programs	-	12	-	-
Redevelopment Programs	12	-	-	-
Payment to Other Agencies	27,903	29,203	31,000	31,000
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	31,200	96,550	123,000	25,000
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
Total Expenditures/Transfers Out	\$ 551,246	\$ 631,271	\$ 386,500	\$ 321,600

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
Total Personnel	-	-	-	-



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## LAW ENFORCEMENT

### MISSION:

The Orange County Sheriff Department provides law enforcement services within the jurisdictional boundaries of the City of Stanton. The department is responsible for: prevention of crime, repression of crime, apprehension of criminal offenders, recovery of property, regulation of non-criminal conduct, and education of citizenry to prevent criminal opportunity.



### PRIMARY ACTIVITIES:

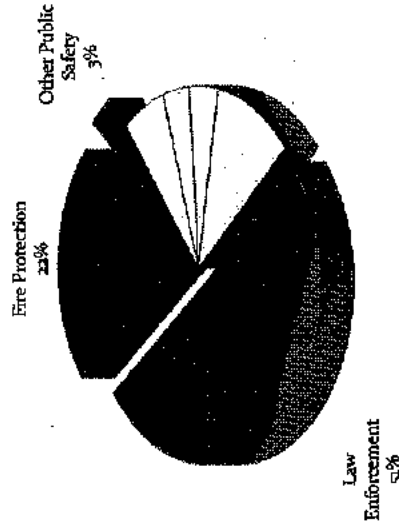
- Answer calls for service, conduct preventive patrols, and provide directed foot and vehicular patrols.
- Provide traffic enforcement in areas where traffic accidents are occurring more frequently.
- Follow-up on patrol arrests and cases with workable leads and file criminal cases with the District Attorney.
- Provide specialized services in the areas of vice, narcotics, gang, homicide, sex crimes and fraud cases.

### DIVISION INITIATIVES:

- Enforce illegal fireworks
- Install cameras throughout the City
- Continue to address issues related to solicitation for prostitution, homelessness and public nuisances.

## Public Safety Services

Law Enforcement \* Fire Protection \* Other Public Safety



Stanton

2018-2019 Operating Budget

**CITY OF STANTON  
EXPENDITURE SUMMARY  
LAW ENFORCEMENT**

General Fund -101 & 102 Law Enforcement - 2100	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 100,967	\$ 119,983	\$ 138,981	\$ 140,302
Benefits	6,805	7,804	260,828	326,807
Equipment & Supplies	18,896	16,702	8,800	7,900
Repairs and Maintenance	92,716	67,822	19,000	20,000
Utilities	-	-	93,726	78,000
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	4,678	4,678	8,072	10,472
Contract Services	8,324,809	9,848,541	10,343,606	10,727,449
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	33,869
Capital Assets	-	-	13,291	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-Thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 9,049,774</b>	<b>\$ 10,065,209</b>	<b>\$ 10,886,204</b>	<b>\$ 11,346,717</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Administrative Clerk	-	-	0.25	0.25
Grants Administrator	-	-	1.00	1.00
Public Safety Services Director	-	-	0.25	0.25
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>1.50</b>	<b>1.50</b>

Note: Personnel are supplied through a contract with the Orange County Sheriff.



**FIRE PROTECTION**

**MISSION:**

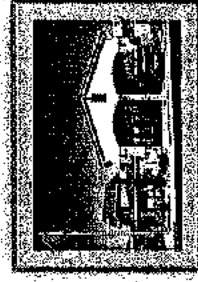
The Orange County Fire Authority (OCFA) provides the City's fire protection program which contributes to the safety and well being of the community through prevention, education, and emergency response.

**PRIMARY ACTIVITIES:**

Fire Protection staff provide emergency response to fires, earthquake, floods, and other emergencies. Non-emergency activities include plan check and inspections of development projects and high-risk occupancies, hazardous material monitoring, and public education activities.

**DEPARTMENT INITIATIVES:**

- Respond to all emergency incidents within the response standards established by the Orange County Fire Authority.
- Provide a written report to the City Manager on a monthly basis on the previous month's fire department activities that occurred within the city limits.
- Present a monthly report to the City Manager and City Council containing statistical response information and narrative comments on significant events occurring within the City.



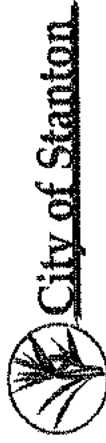
**Stanton**

**CITY OF STANTON  
EXPENDITURE SUMMARY  
FIRE PROTECTION**

General Fund - 101 & 102 Fire Protection - 2200	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 87,570	\$ 106,855	\$ 12,992	\$ 6,780
Benefits	-	-	228,154	271,518
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	3,881,221	4,000,903	4,239,449	4,505,380
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	2,121	1,150
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass- thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 3,968,891</b>	<b>\$ 4,107,758</b>	<b>\$ 4,480,718</b>	<b>\$ 4,784,838</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Public Safety Services Directo	-	-	0.25	0.10
<b>Total Personnel</b>	-	-	0.25	0.10

Note: Personnel are supplied through a contract with the Orange County Fire Authority



**COMMUNITY IMPROVEMENT**

**MISSION:**

The Community Improvement Program contributes to the safety and aesthetic maintenance of public and private properties by requiring compliance with City Codes regarding illegal signs; land use/zoning; inoperable vehicles; graffiti; public nuisances; and other hazards/violations that if left unchecked, would harm citizens' health, welfare and safety. This program is carried out through field investigation, notification, citation issuance, public education and coordination with other agencies.

**PRIMARY ACTIVITIES:**

The primary activity of the Community Improvement Program is enforcement of City Codes and Ordinances in response to public requests, field observations and as directed by City officials. The enforcement activity involves field inspections; responding to public inquiries in person, by telephone or writing; documentation of facts; review and research of City files and archives; record keeping; issuance of citations; and preparation of written communication to City Council, City Attorney and other City officials. The Community Improvement Program is responsible for enforcement of the City's Zoning Ordinance, Business License inspections, Home Occupation inspections and various other codes or sections thereof.

Another area of involvement for the Community Improvement Program is condition compliance monitoring and verification of specific conditions imposed on projects by the City, such as conditional use permits, variances and signage.

**DIVISION INITIATIVES:**

- Identify and canvass residential neighborhoods in the City for code enforcement violations.
- Work with other public agencies and private partnerships to reduce homelessness and other quality of life issues regarding human trafficking.
- Inspect all motels in the City on a yearly basis.
- Inspect massage businesses on a routine basis.
- Work with other public agencies and private partnerships to reduce homelessness and other quality of life issues regarding human trafficking.





**CITY OF STANTON  
EXPENDITURE SUMMARY  
COMMUNITY IMPROVEMENT**

General Fund - 101 & 102 Community Improvement - 0200	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 210,014	\$ 217,891	\$ 222,499	\$ 282,241
Benefits	68,764	72,510	72,907	92,958
Equipment & Supplies	9,808	41,261	3,600	9,600
Repairs and Maintenance	-	-	100	100
Utilities	916	897	1,700	800
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	1,238	1,147	2,475	2,525
Contract Services	77,452	42,570	50,000	38,000
Recreation Events	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	45,327	48,000	44,111	55,920
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 413,817</b>	<b>\$ 423,876</b>	<b>\$ 397,392</b>	<b>\$ 486,144</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Code Enl/Prig Guard Supv	0.25	0.25	0.25	0.60
Code Enforcement Officer	1.00	1.00	1.00	1.00
Code Enforcement Officer	-	1.00	1.00	1.00
Community Development	-	0.05	0.05	0.05
Director	-	-	-	-
Departmental Assistant	1.00	1.00	1.00	0.10
Parking Control Specialist	0.30	0.30	0.30	0.30
Public Safety Director	-	-	-	0.30
<b>Total Services</b>	<b>2.55</b>	<b>3.60</b>	<b>3.60</b>	<b>3.55</b>

**MISSION:**

The Emergency Preparedness Program prepares the City organization and the Stanton community for responding to emergencies and disasters.

**PRIMARY ACTIVITIES:**

The primary activities of the Emergency Preparedness Program include emergency management training for City employees, plan and execute table top and functional training exercises including safety services partners (OCFA & OCSO), distribute emergency preparedness information to the community, as well as the expenditure of resources for goods and services necessary to prepare the City and Emergency Operations Center for emergencies and disasters.

**DIVISION INITIATIVES**

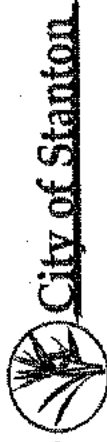
- Pursue grant opportunities to enhance training, exercises, equipment and supplies related to emergency management preparedness.
- Evaluate and procure mutual aid agreements.
- Conduct a successful National Night Out at Stanton Central Park.



**CITY OF STANTON  
EXPENDITURE SUMMARY  
EMERGENCY PREPAREDNESS**

General Fund - 101 Emergency Preparedness - 1520	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	3,964	3,438	2,600	2,600
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rentals Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	6,446	5,257	7,681	2,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass- thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 10,410</b>	<b>\$ 8,705</b>	<b>\$ 10,081</b>	<b>\$ 4,500</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	-	-	-	-



**PARKING CONTROL**

**MISSION:**

Parking Control contributes to the safety and aesthetics of the community by assuring compliance with the Municipal Code as it relates to parking enforcement. This program is carried out through citations and education.

**PRIMARY ACTIVITIES:**

The primary activity of the Parking Control Program is the enforcement of City Codes and Ordinances as they relate to parking. Enforcement activities involve enforcing parking laws both in the Municipal Code and the California Vehicle Code, conducting the review and hearing process for those who contest parking citations, collecting all parking fines, and preparing monthly reports of all activities. Parking Control also administers the permit-parking program and educates the public via handouts, personal contact and the City web site.

**DIVISION INITIATIVES:**

- Canvas entire City for deteriorated "no parking" signs and other street signs in need of replacement or repair.
- Report the findings for all street sign replacement or repair to the Public Works Department in the form of a work order.
- Increase targeted vehicle code enforcement efforts in selected neighborhoods for abandoned vehicles and parking violations.
- Continue contract with ICS for notification and collection of past due parking citations.
- Continue to educate residents and the business community of City parking regulations through use of social media.

**CITY OF STANTON  
EXPENDITURE SUMMARY  
PARKING CONTROL**

General Fund -101 & 102 Parking Regulation -4300	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 85,025	\$ 84,671	\$ 123,450	\$ 116,928
Benefits	18,182	18,847	28,582	22,525
Equipment & Supplies	6,490	4,952	8,900	4,600
Repairs and Maintenance	-	-	-	-
Utilities	712	654	700	700
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	23,004	28,808	46,568	30,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	17,187	17,809	23,417	23,931
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 149,559</b>	<b>\$ 161,641</b>	<b>\$ 226,848</b>	<b>\$ 198,584</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Code Enf/Prlg Contr Supv	0.25	0.25	0.25	0.25
Code Enforcement Tech PT	0.50	0.50	0.50	0.50
Community Dev Director	-	0.05	0.05	0.05
Enforcement Specialist	0.70	0.70	0.70	0.70
Public Safety Director	-	-	-	-
<b>Total Services</b>	<b>1.45</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>

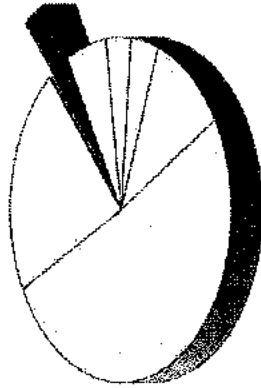


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## Public Works

Engineering \* Public Facilities \* Parks Maintenance  
Street Maintenance \* Storm Drains

Public Works 6%



## ENGINEERING

### MISSION:

To manage the City's infrastructure by administering planning, programming, budgeting, construction, and maintenance in the most cost effective method to meet the needs of the community.



### PRIMARY ACTIVITIES:

The Engineering Division is responsible for the design and construction of the City's Capital Improvement Program (CIP). This includes improvements to the streets, traffic signals, storm drains and sewer systems along with public facilities and parks. Effective management of the City CIP starts from project conception, obtaining financing (grant funding as much as possible), design, construction, and future maintenance. The Engineering Division also reviews proposed private developments and recommends conditions of approval, provides plan check services, issues permits for construction in the City right-of-way, and manages the City's solid waste program. Engineering staff enforces compliance with Federal, State, and City requirements and inspects all improvements within the public right-of-way, including improvements constructed by private developments and utility companies. Staff provides information, assistance, and technical reports/studies as needed. Additionally, the Engineering Division represents the City on OCTA, Caltrans, Orange County grant programs and regional engineering projects.

**Stanton**



#### DEPARTMENT INITIATIVES:

- Recover General Fund project costs from other sources of funds.
- Provide comprehensive staff training in improvement plan check standards and subdivision processes.
- Provide comprehensive staff training in land development regulations and inspection standards.
- Develop and maintain City Public Works Improvement Standards Manual.
- Complete City Capital Improvement Projects.
- Update Public Works User Fees.

#### CITY OF STANTON EXPENDITURE SUMMARY ENGINEERING

General Fund - 101 Engineering - 3100	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 58,875	\$ 51,823	\$ 39,816	\$ 45,561
Benefits	11,119	13,784	14,280	16,076
Equipment & Supplies	1,709	2,441	4,000	4,000
Repairs and Maintenance	388	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	1,563	1,565	4,000	3,700
Contract Services	19,587	74,722	45,000	48,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	12,982	13,290	8,039	8,886
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 108,873</b>	<b>\$ 157,815</b>	<b>\$ 115,144</b>	<b>\$ 127,133</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Administrative Clerk	-	-	-	0.25
Administrative Clerk PT	0.25	0.25	0.25	-
Administrative Clerk PT	-	0.25	0.25	-
Department Assistant	0.20	-	-	-
Engineering Assistant	0.25	0.40	0.40	0.30
Public Works Director	0.25	0.20	0.10	0.10
<b>Total Personnel</b>	<b>0.95</b>	<b>1.00</b>	<b>1.00</b>	<b>0.65</b>



## PUBLIC FACILITIES

### MISSION:

To maintain clean, safe, and attractive government facilities in a cost effective manner for Stanton's citizens, visitors, and the City Staff.

### PRIMARY ACTIVITIES:

The Public Facilities Division provides support services to the City's maintenance functions for City facilities including administrative and clerical services and a safe, functional facility from which to operate. Many of the maintenance activities include janitorial, landscape maintenance (at the City buildings), heating ventilation and air conditioning (HVAC) maintenance, lighting fixtures, pest control, plumbing, electrical, the maintenance of the electronic message sign in front of City Hall, and maintenance of the security and fire alarms.

### DIVISION INITIATIVES:

- Improve maintenance of City-owned properties (e.g., facility improvements)
- Establish and monitor citywide infrastructure inventory.
- Perform Maintenance of all city facilities as needed.
- Improve the frontage of City Hall.
- Investigate new ways reduce energy and water consumption at City Facilities

**Stanton**

2018-2019 Operating Budget

## CITY OF STANTON EXPENDITURE SUMMARY PUBLIC FACILITIES

General Fund - 101 Public Facilities - 3200	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 53,240	\$ 52,325	\$ 41,050	\$ 41,351
Benefits	20,426	22,397	18,704	18,893
Equipment & Supplies	4,244	8,802	7,400	7,400
Repairs and Maintenance	50,910	66,549	62,000	70,000
Utilities	135,745	117,869	119,600	119,600
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	46,161	43,932	45,000	47,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	15,237	10,198	17,000	18,000
Interdepartmental Charge	17,274	17,987	10,065	11,255
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass- thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 343,236</b>	<b>\$ 335,516</b>	<b>\$ 314,729</b>	<b>\$ 327,439</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Administrative Clerk PT	-	0.05	0.05	-
Administrative Clerk FT	-	0.075	0.075	-
Engineering Assistant	0.05	0.05	0.05	0.05
Facilities Maintenance Supervisor	0.20	0.20	0.20	0.20
Facilities Maintenance Worker I PT	0.20	-	-	-
Facilities Maintenance Worker II	0.40	0.50	0.50	0.35
Public Works Director	0.05	0.05	0.05	0.05
<b>Total Personnel</b>	<b>0.90</b>	<b>0.93</b>	<b>0.93</b>	<b>0.35</b>



## PARKS MAINTENANCE

### MISSION:

The Parks Maintenance Division maintains the City's parks in a clean, safe and cost effective manner.

### PRIMARY ACTIVITIES:

Parks Maintenance maintains the neighborhood parks, which are Stanton Central Park, Victor Zuniga Park, Premier Park, Stanton Park, Veterans Memorial, Norm Ross Sports Facilities, Hollenbeck Park, Orangewood Park, Dare Street Pocket Park, and Harry M. Dotson Park. Activities include maintenance of the irrigation and electrical systems, landscape maintenance of ground cover, trees and shrubs, repair of play ground equipment, pest control, repair of lighting and signage, maintenance of restrooms, utility billing (water and electricity), and disposal of refuse.

### DIVISION INITIATIVES:

- Investigate grant-funding opportunities for park improvements.
- Provide refuse pick up on a weekly basis.
- Survey playground equipment weekly and make required repairs within the same week.
- Comply with water restrictions.



Stanton

2018-2019 Operating Budget

## CITY OF STANTON EXPENDITURE SUMMARY PARKS MAINTENANCE

General Fund - 101 Parks Maintenance - 3400	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 81,598	\$ 82,923	\$ 50,896	\$ 61,642
Benefits	23,818	25,162	20,858	28,072
Equipment & Supplies	7,444	10,179	8,000	6,000
Repairs and Maintenance	6,304	33,044	10,000	12,000
Utilities	60,263	50,934	100,000	187,000
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	77,908	110,742	115,000	115,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	14,236	14,724	12,346	15,624
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
Total Expenditures	\$ 271,666	\$ 350,708	\$ 317,140	\$ 426,338

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Engineering Assistant	-	0.05	0.05	0.05
Facilities Maintenance Supervisor	-	0.10	0.10	0.10
Facilities Maintenance Worker I PT	-	0.40	0.40	0.30
Facilities Maintenance Worker II	-	0.40	0.40	0.65
Public Works Director	-	0.10	0.10	0.05
Total Personnel	-	1.05	1.05	1.05



## STREET MAINTENANCE

### MISSION:

The Street Maintenance program maintains the City's roads, sidewalks, and public rights-of-ways to provide for safe travel and aesthetic enhancement of the City's roadways.

### PRIMARY ACTIVITIES:

The Street Maintenance Division, using both in-house personnel and contractual services, maintains the City's public rights-of-way. Activities include minor maintenance of the roadways, sidewalks, curbs and gutters, pavement markings/delineation, landscaped medians and parkways, street trees, street striping and signage, and traffic signals.

### DIVISION INITIATIVES:

- Maintenance of annual programs for maintenance of street trees, red curbs, sidewalks, curb access ramps, slurry sealing, etc.
- Improve maintenance of City-owned properties by utilizing in-house staff.
- Produce and maintain more consistent and integrated work schedule that will increase efficiency and provide for better crew utilization.
- Respond to all street service requests within 48 hours.
- Provide annual painting of faded curb markings, cross walks and traffic control legends.
- Provide for tree trimming for all street trees and areas which have street trees species of fast growth to be trimmed annually or as needed.
- Provide within 24 hour response to requests for patching potholes (with cold mix at times when regular asphalt work is not scheduled). In emergencies, requests will be responded to immediately.
- Respond to all service requests, schedule and prioritize.

Stanton

2018-2019 Operating Budget

## CITY OF STANTON EXPENDITURE SUMMARY STREET MAINTENANCE

General Fund - 101 Street Maintenance - 3500	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 82,519	\$ 83,502	\$ 98,462	\$ 109,629
Benefits	32,384	35,443	48,980	55,511
Equipment & Supplies	31,072	60,010	45,000	44,500
Repairs and Maintenance	693	1,077	2,000	2,000
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	31,417	24,787	32,000	40,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	19,102	19,843	25,168	29,398
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass- thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total</b>	<b>\$ 197,057</b>	<b>\$ 224,983</b>	<b>\$ 282,610</b>	<b>\$ 278,139</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Administrative Clerk FT*	-	-	-	0.05
Administrative Clerk PT*	-	0.025	0.025	-
Engineering Assistant	0.20	0.30	0.10	0.10
Facilities Maint Worker 1 PT	0.26	0.26	0.25	0.13
Facilities Maint Worker II	0.25	0.20	0.20	1.10
Facilities Maint Supervisor	0.20	0.30	0.30	0.30
Public Works Director	0.20	0.120	0.125	0.05
<b>Total Personnel</b>	<b>1.11</b>	<b>1.02</b>	<b>1.00</b>	<b>1.73</b>



## STORM DRAIN MAINTENANCE

### MISSION:

The Storm Drain Maintenance program maintains the City's drainage facilities.

### PRIMARY ACTIVITIES:

The Street Maintenance Division, using both in-house personnel and contractual services, maintains the City's storm drain facilities. Activities include minor maintenance of the storm drains, curbs and gutters, catch basins, and other drainage structures.

### DIVISION INITIATIVES:

- Produce and maintain more consistent and integrated work schedule that will increase efficiency and provide for better crew utilization.
- Respond to all storm drain service requests as appropriate. 48 hours for non emergency calls.
- Provide annual cleaning of all storm drain catch basins and open channels.
- Research and apply for grants that will fund future drainage improvement projects.

Stanton

2018-2019 Operating Budget

## CITY OF STANTON EXPENDITURE SUMMARY STORM DRAINS

General Fund - 101 Storm Drains - 3500	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	1,289	2,889	8,000	6,000
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	117,627	109,270	118,000	120,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Recreation Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	3,189	3,194	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-Through to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 122,080</b>	<b>\$ 119,334</b>	<b>\$ 124,000</b>	<b>\$ 126,000</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>





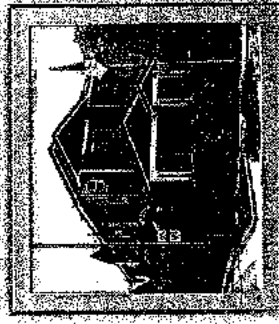
## COMMUNITY DEVELOPMENT DEPARTMENT

### MISSION:

The mission of the Community Development Department is to provide quality services that protect the integrity and character of the City through the application of adopted building and safety regulations, land use/zoning principles, mandated environmental policies, economic development programs, and established development standards. These services, along with economic development, housing, Air Quality, Community Development Block Grant, and former redevelopment activities, are instituted through the Department's Planning, Building, and Housing Divisions. These Divisions ensure that uses and developments are planned, constructed and maintained in such a manner so as to be safe and compatible with surrounding uses and structures, and to ensure that mandated and optional programs yield the highest and best return as a result of the time and effort devoted to each program.

### PRIMARY ACTIVITIES:

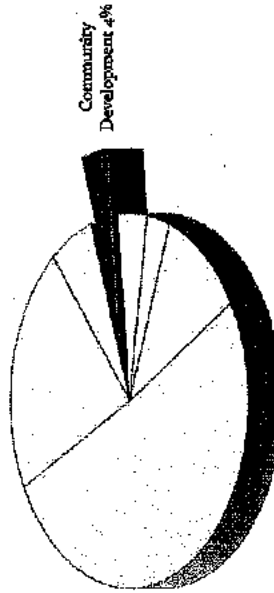
The Community Development Department is responsible for administering the activities of the City's Planning, Building, and Housing Divisions, and acts as staff to the Redevelopment Successor Agency and Housing Authority. The many faceted services include serving as liaison to the Planning Commission and support staff to the City Council. Staff provides data and options to decision makers relating to land use, housing, building and safety, and block grant activities. Community Development is responsible for the health, safety and welfare of the public as it relates to uses, buildings, neighborhoods and all development within the City.



The Community Development Department is also responsible for administering the City's Housing and Community Development Block Grant funds (CDBG), Economic Development, and Low and Moderate Income Housing.

### Community Development

Community Development \* Planning  
Building Regulation \* Economic Development



Stanton

2017-2018 Operating Budget



City of Stanton

## PLANNING

### MISSION:

The Planning Division initiates and leads efforts related to land use planning and all aspects of the development process, while working with neighborhoods to enhance the vitality and livability of the community for Stanton residents and businesses. The Planning Division ensures that projects are compatible with surrounding land uses and are consistent with City's adopted development goals and policies. Entitlement applications (e.g. conditional use permits and development plans) are processed through the Current Planning Section. This Section ensures that all development proposals are planned, designed and developed in such a manner as to complement the overall quality of the community. The Advanced Planning Section implements and maintains the City's General Plan and other development policy documents. The General Plan establishes and outlines the goals and policies that govern the present and future development of the community. The Advanced Planning Section formulates the City's long-range policies and programs related to land use, housing, transportation, urban design, recreation, and open space.

### PRIMARY ACTIVITIES:

The Planning Division reviews and processes development and use proposals to determine compliance with the goals set forth in the City's General Plan and development standards in the Zoning Ordinance. The Division also processes all entitlement applications; including General Plan Amendments, Tentative Maps, Zoning Code Amendments, Conditional Use Permits, Site Plan Reviews, Variances, Sign Applications, Home Occupation Permits, Time Extensions, Zone Changes, and Environmental Assessments. The Division is also responsible for implementing local, county, and regional projects that directly impact the community. The Planning Division has streamlined the review and permitting process in order to reduce approval time to expedite quality developments.

Planning Division staff is responsible for conducting in-house plan checks and field inspections on new developments, building improvements and landscaped areas to ensure compliance with development standards and Conditions of Approval imposed with entitlements. In addition, the Division provides public counter and telephone assistance to the community, municipalities, and developers relating to planning, mapping, zoning and other information.

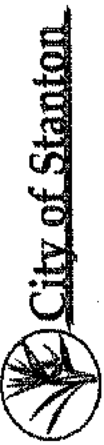
### DIVISION INITIATIVES:

- Update Zoning Code with minor amendments necessary after

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comprehensive Zoning Code Update completed in June of 2013.

- Assist with development of vacant lands in the City.
- Promote redevelopment of Beach Boulevard through the established mixed-use zones.
- Implement programs included in updated the General Plan, Housing Element and Livable Beach Boulevard Mobility Study.
- Continue to emphasize customer friendly initiatives and reduce processing times for applications.
- Revitalize the Tina/Pacific neighborhood.
- Strategic Planning Items
  - Facilitate the development of the Village Center
  - Revitalize Beach Blvd. mid blocks and pursue redevelopment opportunities in Focused Areas throughout the City.
  - Complete Housing Authority Property Disposal for Tina/Pacific.
  - Complete Successor Agency Property Disposal.

Stanton

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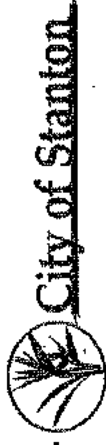
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**CITY OF STANTON  
EXPENDITURE SUMMARY  
PLANNING**

General Fund - 101 Planning - 4100	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 195,099	\$ 157,192	\$ 198,796	\$ 177,083
Benefits	42,213	40,263	53,603	46,249
Equipment & Supplies	636	3,157	2,200	1,900
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	1,468	1,985	6,000	5,600
Professional Development	38,736	48,010	30,800	24,000
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	27,334	36,248	32,610	30,882
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 347,886</b>	<b>\$ 289,874</b>	<b>\$ 324,570</b>	<b>\$ 285,482</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Departmental Assistant <sup>a</sup>	0.50	0.50	0.50	0.50
Community Dev Director	0.40	0.35	0.35	0.30
Associate Planner	1.00	1.00	1.00	1.00
Associate Planner	-	0.50	0.50	0.40
Planning Commissioner	-	0.50	0.50	0.50
Planning Commissioner	-	0.50	0.50	0.50
Planning Commissioner	-	0.50	0.50	0.50
Planning Commissioner	-	0.50	0.50	0.50
Planning Intern	-	0.50	0.50	0.50
<b>Total Personnel</b>	<b>2.90</b>	<b>5.35</b>	<b>5.35</b>	<b>4.70</b>

<sup>a</sup> - Administrative Clerk position was reclassified to a Departmental Assistant on March 5, 2017



**BUILDING REGULATION**

**MISSION:**

The purpose of the Building Division is to enforce the local, state, and federal laws enacted to provide minimum requirements that safeguard public safety, health, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment.

**PRIMARY ACTIVITIES:**

The Building Division receives applications, reviews construction documents, issues permits for the erection and alteration of buildings and structures, performs inspections for such permits and enforces compliance with the provisions of the Stanton Municipal Code and the California Building Codes. The Division also compiles monthly permit data reports; maintains project coordination with internal divisions, as well as state and local agencies; reviews, amends and adopts required codes and policies.

**DIVISION INITIATIVES**

- Simplify structure of building fees.
- Develop methods of encouraging compliance with new recycling requirements.
- Continue digitizing of plans and permits.
- Provide handouts for the new California Green Building Code and new Building Code Cycle.
- Continue to examine procedures to ensure streamlined permit processes and excellent customer service.
- Continue code enforcement practices toward residential and commercial property maintenance in conjunction with the Neighborhood Services and Planning Divisions.

**Stanton**

2017-2018 Operating Budget

**CITY OF STANTON  
EXPENDITURE SUMMARY  
BUILDING REGULATION**

General Fund - 101 Building Regulation - 4200	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 7,072	\$ 12,782	\$ 57,474	\$ 58,075
Benefits	1,696	4,176	22,142	19,287
Equipment & Supplies	858	983	1,900	1,900
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	11	-	1,250	750
Contract Services	183,577	187,899	273,125	275,225
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	1,358	1,428	9,411	9,872
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass- thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 194,572</b>	<b>\$ 217,199</b>	<b>\$ 355,302</b>	<b>\$ 368,118</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Community Dev Director	0.30	0.05	0.05	0.05
Departmental Assistant	-	-	-	0.80
<b>Total Personnel</b>	<b>0.30</b>	<b>0.05</b>	<b>0.05</b>	<b>0.85</b>



**ECONOMIC DEVELOPMENT**

**MISSION:**

The Economic Development Division seeks to promote investment in the City of Stanton through a systematic and pro-active approach. This includes a focus on attracting new businesses, promoting existing businesses, job creation and developing interconnections between the public and private sectors. The Division acts as a business liaison and promotes City initiatives (e.g. creation of Stanton Business Alliance) and develops economic tools (e.g. Economic Development Plan for Business Retention and Attraction and Shop Stanton local discount program) for the business community. The Division created the Stanton Business Alliance as an umbrella for the City's economic development efforts and works as a partner with the business community.

**PRIMARY ACTIVITIES:**

The Economic Development Division is a one-stop shop that helps businesses and developers by creating and promoting incentives and assistance programs and offering technical assistance and support to start-ups, expansions, and relocations. The Division seeks to improve economic prosperity by ensuring that the economy grows in ways that strengthen Stanton's industries, retain and create jobs, and stimulate economic investment.

Economic Development staff is responsible for marketing the City as an attractive business location and providing information and assistance to companies looking to start, expand, and relocate to the City of Stanton. Staff is also responsible for organizing business luncheons and mixers throughout the year, scheduling real estate broker meetings, and fostering a business-friendly environment through outreach and business retention and attraction efforts.

**DIVISION INITIATIVES:**

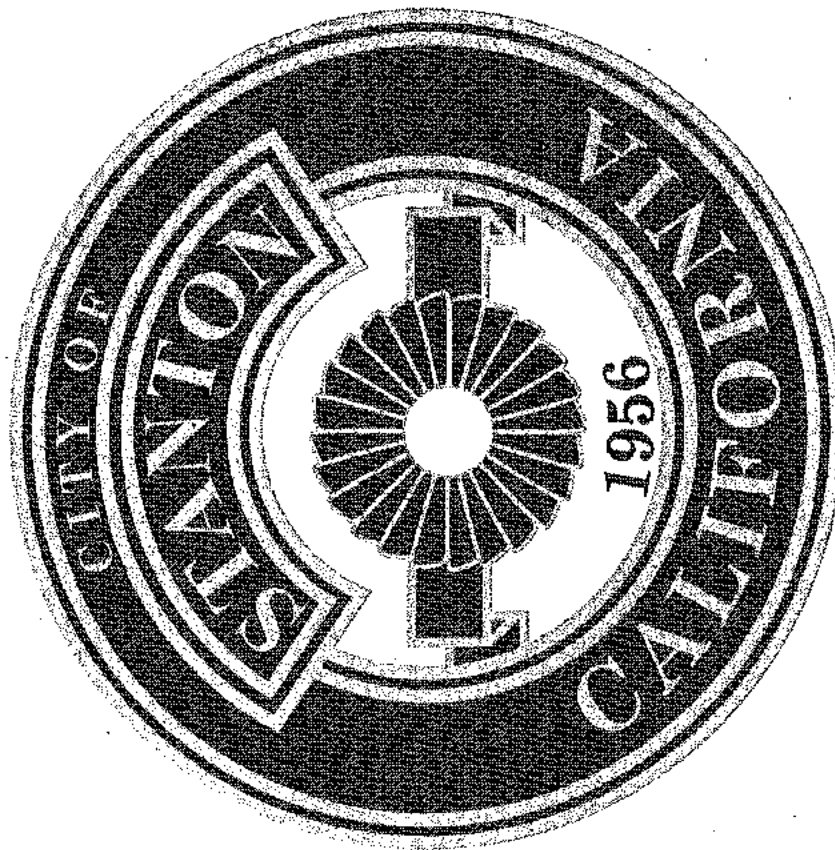
- Develop vacant lands in the City.
- Promote redevelopment of Beach Boulevard through the established mixed-use zones.
- Work with developers to redevelop the old Sam's Club shopping center
- Strategic Planning Items
  - Assist in the development of the Village Center.
  - Pursue redevelopment/revitalization opportunities identified in Focused Areas throughout the City - Beach Blvd.



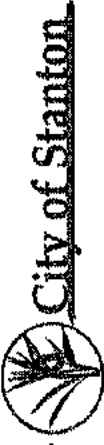
CITY OF STANTON  
EXPENDITURE SUMMARY  
ECONOMIC DEVELOPMENT

General Fund -101 & 102 Business Relations - 4400	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 33,289	\$ 32,138	\$ 38,014	\$ 63,112
Benefits	7,897	7,385	7,972	27,378
Equipment & Supplies	936	1,526	1,900	1,900
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	4,479	9,163	10,000	10,000
Contract Services	38,625	53,502	42,000	30,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	24,137	22,330	55,000	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	6,916	7,275	6,048	14,772
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass- thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 115,235</b>	<b>\$ 113,354</b>	<b>\$ 188,834</b>	<b>\$ 187,182</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Associate Planner	-	0.10	0.10	-
Community Dev Director	-	0.20	0.20	0.20
Economic Development Coordinator	-	-	-	0.50
<b>Total Personnel</b>	<b>-</b>	<b>0.30</b>	<b>0.30</b>	<b>1.00</b>



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## COMMUNITY SERVICES DEPARTMENT

### MISSION:

To enhance the quality of life by providing diverse opportunities in a healthy community through an integrated system of Parks, Recreation, Cultural and Human Service programs for people of all ages.

### PRIMARY ACTIVITIES:

The department has displayed an ongoing effort to consistently meet challenges, with a forward thinking philosophy and a unique approach to meeting budget shortfalls. Staff has been assertive in pursuing alternative funding sources and has successfully secured three grants to fund a majority of the department's objectives and operations. This funding has enabled the department to operate at higher staffing levels and increase the programs that effectively promote a strong service oriented Community Services Department with a mission of enhancing the quality of life for the Stanton community.

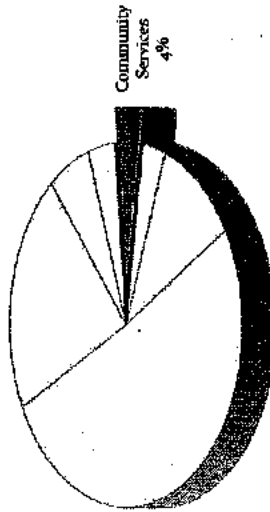
The Department consists of three divisions: Recreation Services, Human Services and Stanton Central Park. The Department provides the residents of Stanton an opportunity to create, play and educate themselves through a variety of programs, services, classes, activities and events. The Department is responsible for the creation, coordination and implementation of recreational, educational, social and human services that serve a population ranging from toddlers to the very active retired community. In addition, this Department oversees the use of the City's parks and community facilities and a vast array of community information and resource assistance are disseminated through one full service park, two recreation centers, seven parks, one sports facility and youth violence prevention services rendered to four school sites, as part of the North Orange County Public Safety Task Force.

The backbone of the Department's success is the part-time staff, out in the field serving the community as well as the multiple volunteers who join us on a daily basis to fulfill our mission. Their assistance to staff creates a solid foundation of talented, skilled and service oriented volunteers, at no cost to the general fund.

Stanton Central Park has been open since 2016, and the community has been taking full advantage of the 11.5 acre full service facility. Stanton Central Park is a staffed facility that offers a wide array of amenities for the community to enjoy. This facility has been well received by the community and has become a gathering place for community members to attend city-wide special events, exercise, utilize sports fields, participate in fee-based classes and play in organized sports leagues/activities.

## Community Services

Parks and Recreation \* Community Services Center \* Stanton Central Park



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2018-2019 Operating Budget



While the Department programs feature many direct one-on-one services, technology continues to play an increasing role in our ability to provide a wider range of classes, programs and services. The City website, Twitter and Facebook provides the community additional access to departmental class information. With online registrations on the rise, the community continues to utilize the Department's Web-Trac registration program.

The Community News Parks and Recreation Activities Guide, is the city-wide informative newsletter that is mailed to every resident and business three times a year. The Guide promotes City services and contains a listing of special events, programs and available fee-based classes.

The Department has also been successful in coordinating the agendas and facilitating meetings for the Parks, Recreation and Community Services Commission and the Youth Committee. The Department also allocates a staff member to serve as the liaison to the Stanton Community Foundation and assist with joint events.

One major component of the Department is the facilitation of the Stanton Collaborative, a group of 55 local agencies and non-profits that service the Stanton community. The Collaborative meets once a month to discuss various community topics, issues, opportunities and services that are available to the youth and families in the City of Stanton. The vision for the collaborative is to strengthen and celebrate a diverse community where people have a safe and positive place to grow, build families and enjoy life.



## RECREATION SERVICES

### MISSION:

To enhance the quality of life by providing diverse opportunities in a healthy community through an integrated system of Parks, Recreation, Cultural and Human Service programs for people of all ages.

### PRIMARY ACTIVITIES:

The Recreation Services Division offers a wide range of programs and events for toddlers, youth and adults. These programs consist of youth and adult sports, excursions and many lifelong learning classes including: early childhood classes, special interest, health and wellness, dance, music, camps, creative arts, tennis and fitness. Over 60 contractors provide class instruction while professionally trained staff manages and operates the facilities.

The Division has implemented 14 special events in partnership with community based organizations. The annual events include the Easter Egg Hunt, Resource Fair and Pancake Breakfast, Volunteer Recognition, Movie Nights Under the Stars, Mayor's Fitness Challenge, Paws in the Park, Halloween Fun with Family and Friends, Veterans Day Celebration and Christmas Tree Lighting. The Mayor's Prayer Breakfast and Spring Car Show are coordinated with support from the Stanton Community Foundation, and the Youth in Government Day, Citizen's Academy and the State of the City are planned in conjunction with the City Manager's Office.

Facility rentals help meet the revenue commitment for the department and staff markets, processes and supervises the following reservable areas: Norm Ross Sports Complex, Stanton Park and Harry M. Doison Park picnic shelters, Civic Center and Community Services Center room rentals. Each year staff fields over 700 inquiries and processes over 250 permits.

The Division is also responsible for the programming and outreach to Stanton's senior population and offers a wide variety of activities, events and programs, which include a daily congregate meal program, home delivered meals, special event luncheons, exercise classes, educational classes, health workshops, counseling, referrals, health and wellness fair, flu shot distribution and tax assistance. Senior Mobility Transportation services are also offered through funding assistance from the Orange County Transportation Authority. The goal of this division is to provide older adults with activities, programs and services that enrich their lives as well as providing them the ability to live independently while creating a positive and successful aging experience.



#### DIVISION INITIATIVES

- Increase city-wide class offerings and revenue by taking a more regional approach.
- Procure special event sponsors to augment budget reductions.
- Successfully recruit and train over 100 volunteers to assist with various city wide special events, programs and services.
- Continue to coordinate and secure volunteers to deliver over 300 home delivered meals each week and the offer the Tax Assistance program to 400 seniors via volunteers.
- Coordinate and implement the Orange County Transportation Authority and Community SeniorServ grants that provide trips for over 1,400 older adults each year with no impact to the general fund.



#### HUMAN SERVICES

##### MISSION:

To enhance the quality of life by providing diverse opportunities in a healthy community through an integrated system of Parks, Recreation, Cultural and Human Service programs for people of all ages.

##### PRIMARY ACTIVITIES:

The Human Services Division includes the operations of the Stanton Community Services Center and the Youth Violence Prevention Services, as well as numerous activities and program-related special events that reach out to our youth and families both in and out of the school settings. This subdivision offers a wide variety of human services programs through the Families and Communities Together (FACT) Grant and the North Orange County Public Safety Taskforce funding.

The FACT grant of \$1.25 million dollars over a five year grant period assists the department in providing a multi-disciplinary case management team, parenting education classes, counseling services, family support services, domestic violence prevention and treatment (Personal Empowerment Program), homework assistance, adoption and foster services, early childhood education, commodity and food distribution and after-school/summer programs.

In addition, the North Orange County Public Safety Taskforce funding of \$240,000 over a four year funding period directly serves the Stanton students in the four school districts. The goal of the program is to offer youth violence prevention services to the community. The efforts consist of Saturday Academy Parenting Series, Functional Family Therapy, case management services, Art for Creativity and Healing, Campfire Family Bonding series, mentoring, Project Learn, and supervised out of school time activities.

Additionally the Division, through these grant funded programs, continues to offer social opportunities for children and families by hosting Kids Night Out and Community Family events. Throughout the year seasonally themed Kids Night Out events, Family Night and Camp Stanton summer programs are offered to over 200 families.

A significant component of the Division is the development and implementation of the Community Engagement Advisory Committee (CEAC). CEAC is comprised of resident volunteers, parents, youth, teachers, school community liaisons, business professionals, religious leaders, law enforcement, human and health professionals and City representatives who assist the Division in seeking funding alternatives and marketing avenues for the Stanton Community Services Center.





#### DIVISION INITIATIVES

- Research and apply for grant opportunities to fund new and existing Community Service programs.
- Enhance funded and non-funded partner services and program statistics of the Families and Communities Together (FACT) Grant (5 year, \$1.5 million in funding) through the County of Orange Social Services Agency.
- Exceed the expectations of the North Orange County Public Safety Taskforce funding goals. This funding allows a continuum of prevention and intervention activities based on student needs, such as violence prevention information and community resources such as counseling, basic needs, mentoring services and Out of School Time (OST) services.
- Work with local neighborhood leaders to obtain more neighborhood involvement at the Stanton Community Services Center.
- Coordinate four successful Kids Night Out programs serving at least 200 children from ages 6 to 14.
- Establish and implement a cooperative working relationship with OC One Stop to offer a year round vocational placement and training programs for adults, assisting with health insurance referrals and program opportunities.

Stanton

2018-2019 Operating Budget

#### CITY OF STANTON EXPENDITURE SUMMARY PARKS AND RECREATION

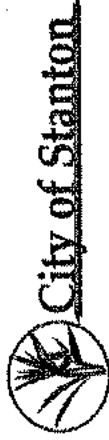
General Fund - 101 and 102 Parks and Recreation - 5100	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 254,487	\$ 261,112	\$ 342,131	\$ 372,726
Benefits	79,753	88,437	96,056	95,928
Equipment & Supplies	62,337	56,483	56,911	45,411
Repairs and Maintenance	14,663	7,124	7,240	10,800
Utilities	-	-	-	-
Rental Expenses	3,491	3,491	3,520	3,520
Insurance	5,870	5,063	4,000	4,000
Professional Development	2,465	3,361	2,860	2,860
Contract Services	43,330	35,102	33,000	33,000
Recreation Events	36,138	9,478	8,645	7,145
Recreation Programs	475	500	500	500
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	53,207	58,868	62,138	70,876
Interdepartmental Charge	43,667	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expenses	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 659,683</b>	<b>\$ 530,019</b>	<b>\$ 616,852</b>	<b>\$ 646,866</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Administrative Clerk	-	-	-	0.35
Community Svcs. Coordinator	1.00	1.00	1.00	1.14
Community Svcs. Manager*	-	-	-	1.00
Department Assistant	0.50	1.00	1.00	1.00
Park Ranger 1	0.50	0.50	0.50	0.50
Park Ranger 2	0.50	0.50	0.50	0.50
Parks & Rec. / Community Svcs. Supervisor*	-	0.20	0.40	1.00
Parks & Rec. / Community Svcs. Director*	0.50	0.75	0.75	-
Recreation Leader	0.50	0.13	-	1.40
<b>Total Personnel</b>	<b>3.50</b>	<b>4.08</b>	<b>4.15</b>	<b>6.69</b>

CITY OF STANTON  
EXPENDITURE SUMMARY  
COMMUNITY CENTER

General Fund - 101 Community Services Center - 5200	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 6,395	\$ 7,936	\$ 8,426	\$ 9,878
Benefits	960	840	1,084	1,052
Equipment & Supplies	3,713	4,903	5,000	5,000
Repairs and Maintenance	386	4,155	5,000	8,220
Utilities	6,804	11,665	12,000	10,200
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	1,888	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	523	1,901	2,081
Capital Assets	512	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 20,538</b>	<b>\$ 30,022</b>	<b>\$ 35,411</b>	<b>\$ 36,431</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Recreation Leader	-	0.33	0.33	0.33
Total Personnel	-	0.33	0.33	0.33



STANTON CENTRAL PARK

MISSION:

To enhance the quality of life by providing diverse opportunities in a healthy community through an integrated system of Parks, Recreation, Cultural and Human Service programs for people of all ages.

PRIMARY ACTIVITIES:

On June 30, 2016 the City of Stanton opened Stanton Central Park, an 11.5 acres of premier open space featuring a community building, bandstand and plaza, group picnic pavilions, sport fields, Stone Park, perimeter landscape, exercise loop trail, splash pad, playgrounds, tennis courts, ample parking lot, basketball half-courts with lights and picnic areas. The project's design, construction and construction management were funded from a bond, state grant and park in-lieu fees with no impact on the City's general fund. Moreover, the facility's ongoing maintenance costs have been sponsored by generous public-private partnerships with two company's collaborating with the City of Stanton.

Stanton Central Park has been the focal point of the City's recent accomplishments, on a variety of levels targeting a high quality of life for community members. The park was also the recipient of 2018 "Parks Make Life Better" Hall of Fame Award, the highest honor presented by CPRS District 10 to recognize an outstanding facility, park, or program that has made a substantial and meaningful impact on the community and the members it serves.

In addition, the park also received the American Public Works Association Southern California Chapter Project of the Year award and Southern California Municipal Athletic Federation's Outstanding New Facility Award.

Since the park's opening day, it has played host to major City events, sporting competitions, and countless fun filled afternoons for the general public. After almost two years since its opening, park attendance was marked with 290,000 visitors. Visitors included concert goers enjoying Stanton Central Park's Concerts in the Park series that was held on the first four Wednesdays in August, along with Stanton's third Annual National Night Out. In between the concerts were the City's Movies Under the Stars series which attracted 500 moviegoers. The fall season began with one of the City's most popular special event at Stanton Central Park, Halloween Fun with Family and Friends which drew over 2,000 participants and over 20 community based partners operating game and resource booths. Over 20,000 visitors have rented, utilized, walked, played and barbecued at Stanton Central Park. To close out the spring of 2018, the Easter Egg Hunt, Resource Fair and Pancake Breakfast drew another 3,000 attendees.





Following the Department's mission and responding to community members who have requested active living activities, Healthy Eating Active Living (HEAL) activities are offered at Stanton Central Park. Approximately 25,000 participants have participated in multiple sport leagues and utilize our sport fields while many local tennis players, basketball teams, and walking clubs take part in a variety of physical opportunities for all ages.

Continuing collaborative partnerships in the community, the City offers various recreational, special interest sports classes and leagues through YMCA, Striducate, Bridges4Kids, Piano Place, Zumba, Yoga, and Martial Arts at Stanton Central Park.

Facility rentals help meet the revenue commitment for the department. Staff markets, processes and supervises the following reservable areas at Stanton Central Park: sports fields, league use, three picnic shelters, and an indoor multi-purpose facility. This past year staff fielded over 500 inquiries and processed over 200 permits.

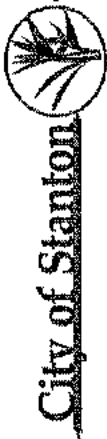
#### DIVISION INITIATIVES

- Research revenue opportunities for amenities and/or sponsorship opportunities to continue to fund new and existing Stanton Central Park operations and maintenance program.
- Design after school, summer, spring and winter break services through the City's network of collaborative partners to serve 250 students all year round at Stanton Central Park.
- Coordinate four successful Family Night programs serving at least 240 families with children through the North Orange County Public Safety Taskforce program with local schools.
- Expand Volunteer program to grow a base of 100 regular volunteers to assist with special events, seasonal camps and other programs.

#### CITY OF STANTON EXPENDITURE SUMMARY STANTON CENTRAL PARK

General Fund - 101 Stanton Central Park - 5300	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 19,715	\$ 148,479	\$ 132,415	\$ 140,436
Benefits	2,061	11,209	13,551	14,380
Equipment & Supplies	18,060	6,086	6,000	6,000
Repairs and Maintenance	824	-	-	5,000
Utilities	-	-	-	800
Rental Expense	-	1,188	800	-
Insurance	-	-	-	-
Professional Development	-	-	1,000	1,000
Contract Services	-	-	8,000	-
Recreation Events	2,896	12,191	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	1,527	3,306	22,273	23,797
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 48,012</b>	<b>\$ 180,638</b>	<b>\$ 188,049</b>	<b>\$ 192,393</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Coordinator	-	1.00	1.00	0.50
Recreation Leader	-	1.00	1.00	4.00
<b>Total Personnel</b>	<b>-</b>	<b>2.00</b>	<b>2.00</b>	<b>4.50</b>



## TRANSACTIONS AND USE TAX

### MISSION:

The Transactions and Use Tax Fund has been established to track spending that was able to occur because Stanton voters approved the Stanton 9-1 Public Safety and Essential City Services Protection Measure in November 2014. The ballot measure was presented to the voters as an option to prevent additional cuts to public safety services and encourage economic development activity.

All revenue and expenditures recorded in the Transactions and Use Fund are already included in the General Fund, as revenues from the voter-approved funding are not restricted. However, the activity is tracked separately and shown in a redundant fashion in the budget to put an emphasis that the spending of the revenue received from the local funding is being used for the purposes that the residents requested.

### PRIMARY ACTIVITIES:

- The motorcycle deputy increases traffic safety and street patrols.
- The Community Enhancement Deputy improves community policing, addresses prostitution and illegal message parlors and transient issues.
- The Code Enforcement Officer helps improve cleanup of gang tagging and graffiti, addresses transient issues, and responds to quality-of-life complaints, providing Sheriff deputies more time to focus on neighborhood patrols and responding to emergencies.
- School crossing guards help ensure the safety of Stanton children.
- Park Rangers patrol the City's parks to ensure the safety of Stanton residents utilizing existing park space.
- Economic development personnel attract new businesses and create jobs, help fix blighted areas and fill vacant storefronts.

Stanton

2018-2019 Operating Budget

## CITY OF STANTON EXPENDITURE SUMMARY TRANSACTIONS AND USE TAX

General Fund - 102 Transactions and Use Tax	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 71,536	\$ 116,313	\$ 239,524	\$ 303,932
Benefits	47,490	85,683	384,314	483,698
Equipment & Supplies	21,799	4,797	4,900	3,900
Repairs and Maintenance	4,283	4,075	4,000	5,000
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	7,520	12,251	13,100	18,115
Contract Services	978,983	2,193,865	2,890,958	3,441,004
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	24,137	22,330	55,000	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	11,124	19,495	47,464	62,305
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass- thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures/Transfers Out</b>	<b>\$ 1,166,821</b>	<b>\$ 2,408,840</b>	<b>\$ 3,578,658</b>	<b>\$ 4,317,973</b>

\* All expenditures are also recorded in another division, but listed here to identify spending of transactions and use tax funds

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Public Safety Director	-	-	-	0.45
Associate Planner	-	0.10	0.10	-
Code Enforcement Officer	-	1.00	1.00	1.00
Community Dev Director	-	0.20	0.20	0.20
Economic Development Specialist	-	-	-	0.85
Park Ranger 1	-	0.50	0.50	0.50
Park Ranger 2	-	0.50	0.50	0.50
<b>Total Personnel</b>	<b>-</b>	<b>2.30</b>	<b>2.30</b>	<b>3.50</b>



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## Other Funds

# Stanton



**CITY OF STANTON  
FUND BALANCE SUMMARY  
GAS TAX FUND**

**GAS TAX FUND**

**MISSION:**

The Gas Tax Fund contributes to a positive City image and promotes community safety, pride and aesthetics by providing funds for graffiti removal, street maintenance, and repair.

**PRIMARY ACTIVITIES:**

The Gas Tax Fund accounts for State collected, locally shared gas tax monies. Expenditures are limited to street purposes. Expenditures may include construction, reconstruction, maintenance, and right-of-way acquisition relating to streets and highways. It is also responsible for the elimination of graffiti from public walls and buildings within the City. The graffiti removal is accomplished by painting over the graffiti, using a power washer or other graffiti removal techniques.

Gas Tax revenues are received from the City's share of the net collections from the Motor Vehicle Fuel License Tax law. These are segregated according to the State of California Streets and Highways Code. Code Sections 2107.5, 2107.6, and 2107.7 provide monthly allocations based upon population. Section 2107.5 provides an additional \$6,000 annually that must be expended for engineering and administrative costs for City streets. Other fund proceeds include interest earned on investment of cash and contributions from developers and other agencies for street projects financed by the fund (Stanton Municipal Code Section 3-20.010 et seq.).

An annual report of the transactions and balances of this fund is made to the Office of the State Controller. Additionally, the transaction records of this fund are audited annually by the Controller.

**DEPARTMENTAL INITIATIVES:**

- Maintain and repair residential and arterial streets.
- Perform street sweeping on all City streets once a week.
- Perform City Hall Improvements
- Abate all reported graffiti visible within 24 hours.
- Bring to public awareness, the positive aspects of eliminating graffiti.

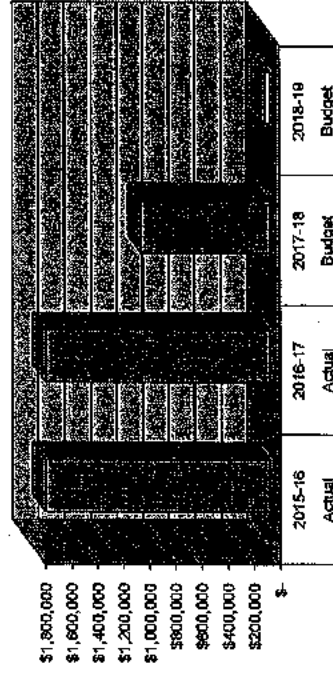
**Stanton**

2018-2019 Operating Budget

**GAS TAX FUND**

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 1,550,417	\$ 1,722,528	\$ 1,717,638	\$ 614,044
Revenues	829,567	786,465	1,123,730	883,995
Transfers In	(180,000)	(180,000)	(240,000)	(260,000)
Expenditures	(477,465)	(61,345)	(1,600,533)	(1,203,550)
<b>Fund Balance</b>	<b>\$ 1,722,528</b>	<b>\$ 1,717,638</b>	<b>\$ 990,837</b>	<b>\$ 34,489</b>

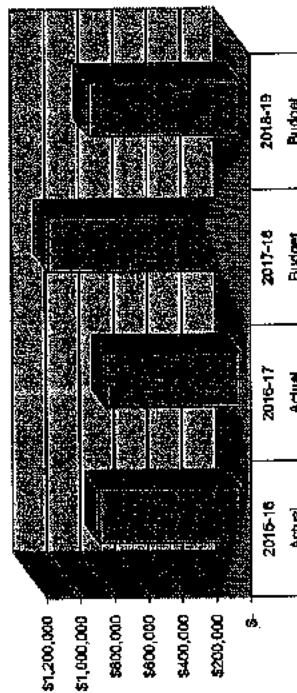
**Gas Tax Fund Balance**



**CITY OF STANTON  
REVENUE SUMMARY  
GAS TAX FUND**

Gas Tax - 211	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	821,381	774,319	1,113,730	873,995
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	8,185	12,146	10,000	10,000
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 829,567</b>	<b>\$ 786,465</b>	<b>\$ 1,123,730</b>	<b>\$ 883,995</b>

**Gas Tax Revenues**



**CITY OF STANTON  
EXPENDITURE SUMMARY  
GAS TAX FUND**

Gas Tax - 211	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 170,780	\$ 185,699	\$ 307,591	\$ 289,525
Benefits	68,477	75,935	87,118	116,228
Equipment & Supplies	8,159	17,795	43,766	12,000
Repairs and Maintenance	1,469	705	3,000	3,000
Utilities	-	3,487	21,891	24,000
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	132,080	148,680	385,000	137,500
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Recreation Programs	-	-	-	-
Payment to Other Agencies	55,156	53,785	78,904	95,287
Interdepartmental Charge	6,058	13,917	140,000	30,000
Capital Assets	180,000	180,000	240,000	280,000
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	34,289	113,325	262,512	500,000
<b>Total Expenditures</b>	<b>\$ 557,455</b>	<b>\$ 791,345</b>	<b>\$ 1,850,531</b>	<b>\$ 1,483,560</b>

PERSONNEL	Actual 2016-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Accounting Manager	-	-	-	0.05
Administrative Clerk*	0.35	0.35	0.35	0.35
Assistant City Manager	-	-	-	0.05
City Clerk	-	-	-	0.05
City Manager	-	-	-	0.05
Code Enforcement Technician PT	-	-	0.50	0.50
Departmental Assistant	0.00	-	-	-
Engineering Assistant	0.30	0.35	0.35	0.35
Facilities Maint Supervisor	0.10	0.35	0.35	0.35
Facilities Maint Worker I PT	0.30	0.35	0.35	0.35
Facilities Maint Worker II	1.70	1.70	1.70	1.70
Public Works Director	0.40	0.40	0.40	0.40
Public Works Intern	-	-	0.30	0.30
<b>Total Personnel</b>	<b>1.85</b>	<b>3.01</b>	<b>4.03</b>	<b>4.33</b>



CITY OF STANTON  
FUND BALANCE SUMMARY  
RMRA FUND

RMRA FUND

MISSION:

The Road Maintenance Rehabilitation Act (RMRA) Fund contributes to a positive City image and promotes community safety, pride and aesthetics by providing funds for street maintenance and repair.

PRIMARY ACTIVITIES:

The RMRA Fund accounts for State-collected, locally-shared gas tax monies that became available due to the passage of SBs in 2017. Expenditures are limited to street purposes, including construction, reconstruction, maintenance, and right-of-way acquisition relating to streets and highways.

Beginning November 1, 2017, the State Controller began depositing various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account. A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Road projects proposed to be funded with RMRA funds are required to be provided annually to the State prior to the upcoming fiscal year. The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. For each fiscal year in which RMRA funds are received and expended, cities must submit documentation to the California Transportation Commission that details the expenditure of all RMRA funds.

SBs requires a General Fund Maintenance of Effort (MOE) in order to receive the funds. The City of Stanton's MOE is \$96,697.

DEPARTMENTAL INITIATIVES:

- Maintain and repair residential and arterial streets

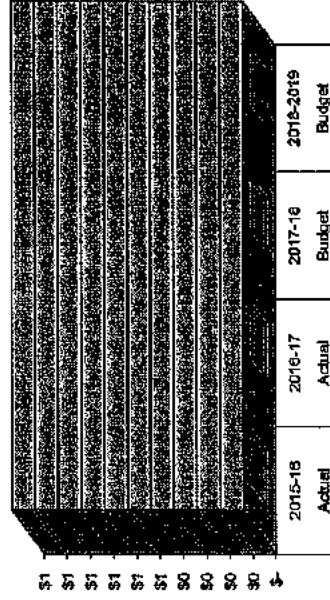
Stanton

2018-2019 Operating Budget

RMRA FUND

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-2019
Beginning Balance	\$ -	\$ -	\$ -	\$ 231,296
Revenues	-	-	-	662,772
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	-	-	-	(394,068)
Fund Balance	\$ -	\$ -	\$ -	\$ -

RMRA Fund Balance

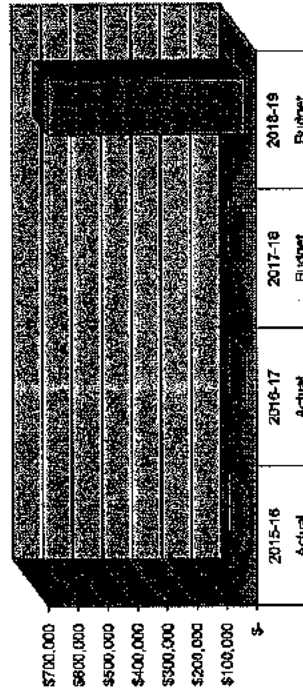




**CITY OF STANTON  
REVENUE SUMMARY  
RMRA FUND**

RMRA - 215	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	682,772
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	-	-	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 682,772</b>

**RMRA Revenues**



**CITY OF STANTON  
EXPENDITURE SUMMARY  
RMRA FUND**

RMRA - 215	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	894,068
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 894,068</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



CITY OF STANTON  
FUND BALANCE SUMMARY  
MEASURE M FUND

MEASURE M FUND

MISSION:

The Measure M Fund contributes to a positive City image and promotes community safety, pride and aesthetics with street and highway improvements.

PRIMARY ACTIVITIES:

The Measure "M" Program Fund accounts for "Local Turnback" funds established as part of the one-half cent sales tax increase approved November 6, 1990 by voter passage of the Revised Traffic Improvement and Growth Management Ordinance, popularly known as Measure "M". Measure M authorized the imposition of an additional half-cent retail transaction and use tax for a period of twenty years. In November of 2006, Measure M was renewed by the voters of Orange County for an additional thirty years.

Expenditures are limited to street and highway improvements. Expenditures may include construction, reconstruction, maintenance, and rights-of-way acquisition.

DEPARTMENTAL INITIATIVES:

- Maintain and repair streets and highways.

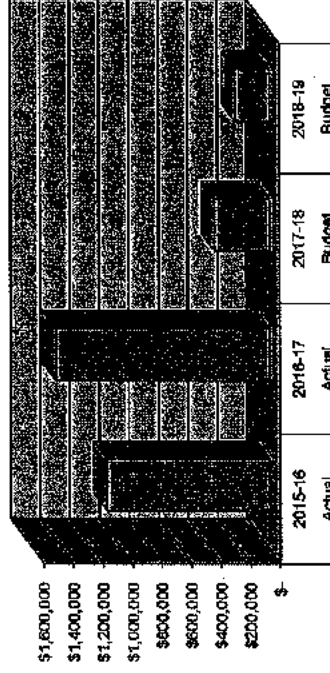


2018-2019 Operating Budget

MEASURE M FUND

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 827,488	\$ 1,105,218	\$ 1,449,555	\$ 374,085
Revenues	603,603	500,973	494,000	519,000
Transfers In	-	-	-	-
Transfers Out	(325,873)	(155,735)	(1,569,470)	(650,000)
Expenditures				
<b>Fund Balance</b>	<b>\$ 1,105,218</b>	<b>\$ 1,449,555</b>	<b>\$ 374,085</b>	<b>\$ 324,085</b>

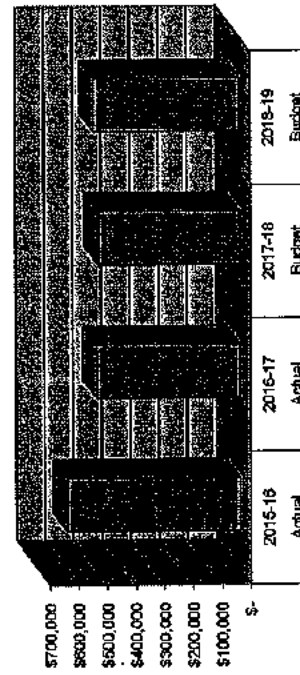
Measure M Fund Balance



**CITY OF STANTON  
REVENUE SUMMARY  
MEASURE M FUND**

Measure M - 220	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	588,348	490,709	484,000	600,000
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	5,255	9,384	10,000	10,000
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 603,603</b>	<b>\$ 500,073</b>	<b>\$ 494,000</b>	<b>\$ 610,000</b>

**Measure M Fund Revenues**



**CITY OF STANTON  
EXPENDITURE SUMMARY  
MEASURE M FUND**

Measure M - 220	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Non-Departmental - 1600				
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	325,873	155,735	1,569,470	650,000
<b>Total Expenditures</b>	<b>\$ 325,873</b>	<b>\$ 155,735</b>	<b>\$ 1,569,470</b>	<b>\$ 650,000</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	-	-	-	-

**CITY OF STANTON**  
**FUND BALANCE SUMMARY**  
**COMMUNITY DEVELOPMENT BLOCK GRANT FUND**

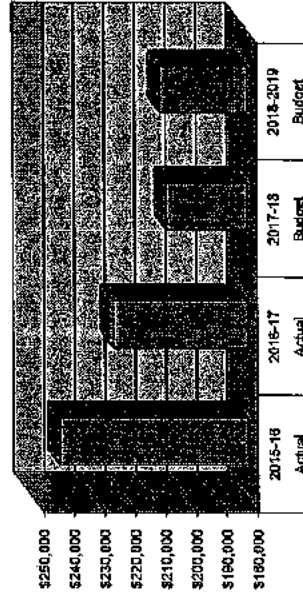
**COMMUNITY DEVELOPMENT BLOCK GRANT**

The Community Development Block Grant Fund accounts for revenues and expenditures for the Housing and Community Development Block Grant Program (CDBG). This program allocates funding (through the County of Orange) for improvement projects as recommended by the City Council and submitted to the County (Application Review Committee) by staff.

Accounting for expenditures is on an individual project basis. A request for reimbursement of eligible expenditures is then made to the County. The CDBG program is subject to Single Audit guidelines and periodic audits by the County.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-2019
Beginning Balance	\$ (84,747)	\$ 241,806	\$ 224,180	\$ 206,668
Revenues	326,053	1,808	214,167	102,000
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	-	(19,435)	(231,679)	(100,000)
Fund Balance	\$ 241,306	\$ 224,180	\$ 206,669	\$ 206,668

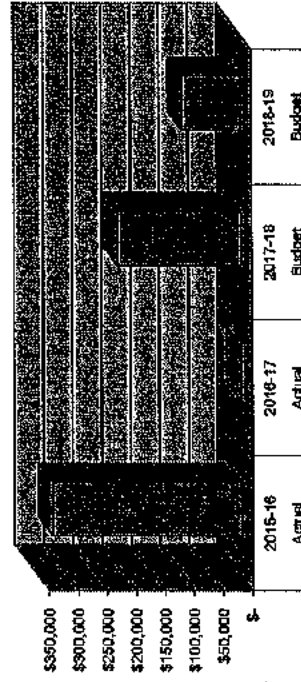
**CDBG Fund Balance**



**CITY OF STANTON**  
**REVENUE SUMMARY**  
**COMMUNITY DEVELOPMENT BLOCK GRANT FUND**

Community Dev. Block Grant - 222	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	326,000	-	212,167	100,000
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	1,063	1,808	2,000	2,000
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
Total Revenues	\$ 326,063	\$ 1,808	\$ 214,167	\$ 102,000

**CDBG Fund Revenues**



**CITY OF STANTON  
EXPENDITURE SUMMARY  
COMMUNITY DEVELOPMENT BLOCK GRANT FUND**

Community Dev. Block Grant - 222 Non-Departmental - 1000	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	19,435	231,679	100,000
<b>Total</b>	<b>\$ -</b>	<b>\$ 19,435</b>	<b>\$ 231,679</b>	<b>\$ 100,000</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

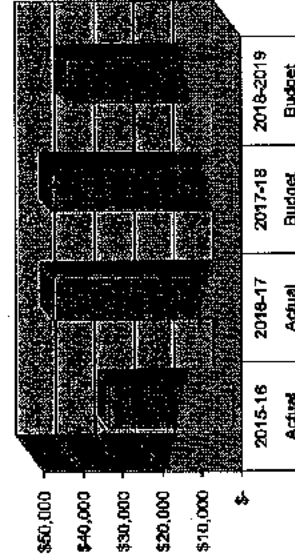
**CITY OF STANTON  
FUND BALANCE SUMMARY  
PROTECTIVE SERVICES FUND**

**PROTECTIVE SERVICES FUND**

The Protective Services Tax is a special continuing tax approved by the electorate in August, 1985. The proceeds of the tax are used for fire protection and suppression services (including ambulance services). Tax proceeds are transferred to the General Fund to offset a portion of the fire and police services contracts with the Orange County Fire Authority and Orange County Sheriff Department.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-2019
Beginning Balance	\$ 16,805	\$ 34,451	\$ 45,694	\$ 45,884
Revenues	375,856	376,683	380,000	380,000
Transfers In	-	-	-	-
Transfers Out	(360,000)	(360,000)	(376,000)	(380,000)
Expenditures	(1,250)	(1,200)	(3,750)	(3,750)
<b>Fund Balance</b>	<b>\$ 31,411</b>	<b>\$ 45,634</b>	<b>\$ 45,944</b>	<b>\$ 42,134</b>

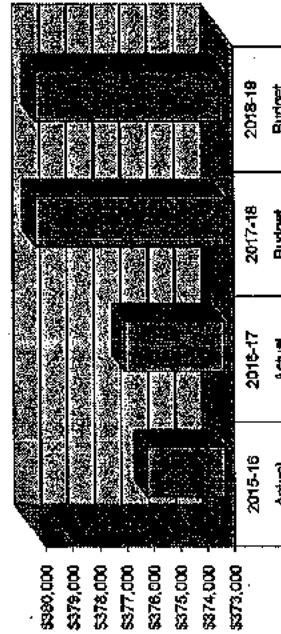
**Protective Services Fund Balance**



CITY OF STANTON  
REVENUE SUMMARY  
PROTECTIVE SERVICES FUND

Fire Emergency Services - 223	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	375,896	376,683	380,000	380,000
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	-	-	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 375,896</b>	<b>\$ 376,683</b>	<b>\$ 380,000</b>	<b>\$ 380,000</b>

Protective Services Fund Revenues



CITY OF STANTON  
EXPENDITURE SUMMARY  
PROTECTIVE SERVICES FUND

Fire Emergency Services - 223	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	1,250	2,500	3,750	3,750
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	380,000	380,000	376,000	380,000
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 381,250</b>	<b>\$ 382,500</b>	<b>\$ 379,750</b>	<b>\$ 383,750</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**CITY OF STANTON**  
**FUND BALANCE SUMMARY**  
**LIGHTING MAINTENANCE 1919 ACT FUND**

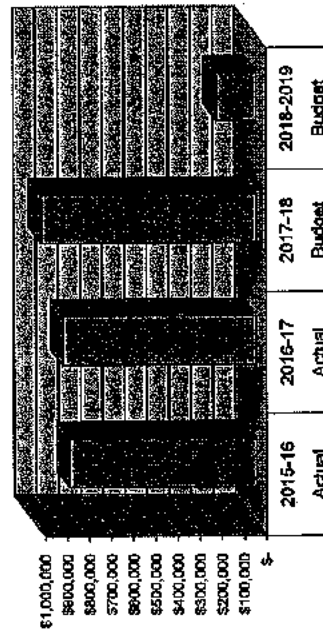
**LIGHTING MAINTENANCE 1919 ACT FUND**

Transactions of the Stanton Municipal Lighting District are recorded in the Lighting Maintenance Fund.

The district was formed September 28, 1966, under the Street Lighting Act of 1919 to finance the energizing and maintenance of streetlights by special assessments. Revenue is derived from the District's share of the basic property tax levy, investment earnings and pass-through payments from the Successor Agency to the Stanton Redevelopment Agency. Revenues are transferred each year into Fund 225 (Lighting/Median Maintenance 1972 Act Fund) to cover the operating costs of street lighting and traffic signals.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-2019
Beginning Balance	\$ 823,457	\$ 849,096	\$ 877,571	\$ 980,683
Revenues	380,639	423,425	480,323	461,160
Transfers In	-	-	-	-
Transfers Out	(385,000)	(385,000)	(385,000)	(1,250,000)
Expenditures	-	-	-	-
<b>Fund Balance</b>	<b>\$ 819,096</b>	<b>\$ 877,521</b>	<b>\$ 972,894</b>	<b>\$ 181,843</b>

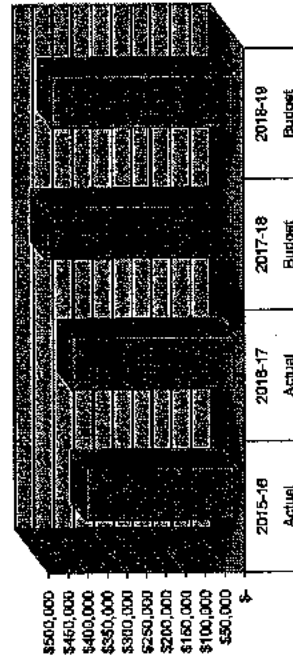
**Lighting Maintenance 1919 Act Fund Balance**



**CITY OF STANTON**  
**REVENUE SUMMARY**  
**LIGHTING MAINTENANCE 1919 ACT FUND**

Lighting Maintenance 1919 Act -224	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
\$ 304,157	\$ 326,451	\$ 390,172	\$ 366,400	
Property Tax	-	-	-	-
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	4,081	5,587	4,000	5,000
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	72,361	81,387	80,150	69,760
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 380,639</b>	<b>\$ 413,415</b>	<b>\$ 490,302</b>	<b>\$ 461,160</b>

**Lighting Maintenance 1919 Act Fund Revenues**



**CITY OF STANTON**  
**EXPENDITURE SUMMARY**  
**LIGHTING MAINTENANCE 1919 ACT FUND**

Lighting Maintenance 1919 Act - 224 Non-Departmental - 1600	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expenses	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	385,000	385,000	385,000	1,260,000
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-Thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures/Transfers Out</b>	<b>\$ 385,000</b>	<b>\$ 385,000</b>	<b>\$ 385,000</b>	<b>\$ 1,260,000</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	-	-	-	-

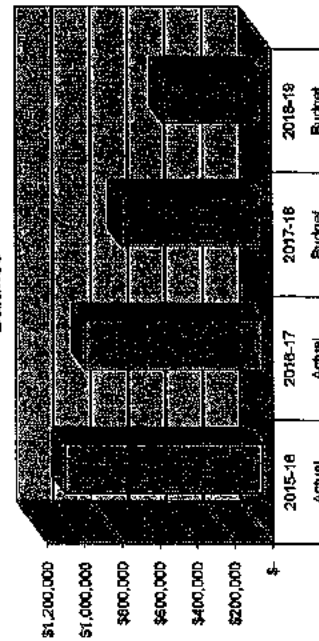
**CITY OF STANTON**  
**FUND BALANCE SUMMARY**  
**LIGHTING/MEDIAN MAINTENANCE 1972 ACT FUND**

**LIGHTING/MEDIAN MAINTENANCE 1972 ACT FUND**

Stanton Lighting and Median District No. 1 was formed pursuant to the Laneceaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code) upon adoption of Resolution No. 81 - 20 by the City Council on March 10, 1981. The District was formed for the purpose of maintaining, servicing and operating public lighting facilities to the extent those costs are not paid by the 1919 Act proceeds and to improve and maintain the street medians in the City. 1919 Act proceeds are transferred into and expended from this fund.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 4,909,149	\$ 1,054,175	\$ 945,564	\$ 694,032
Revenues	204,925	203,976	204,500	205,000
Transfers In	385,000	385,000	385,000	1,260,000
Transfers Out	-	-	-	-
Expenditures	(1,454,869)	(697,437)	(781,552)	(1,636,000)
<b>Fund Balance</b>	<b>\$ 1,044,175</b>	<b>\$ 945,664</b>	<b>\$ 754,012</b>	<b>\$ 528,032</b>

**Lighting/Median Maintenance 1972 Act Fund**  
**Balances**

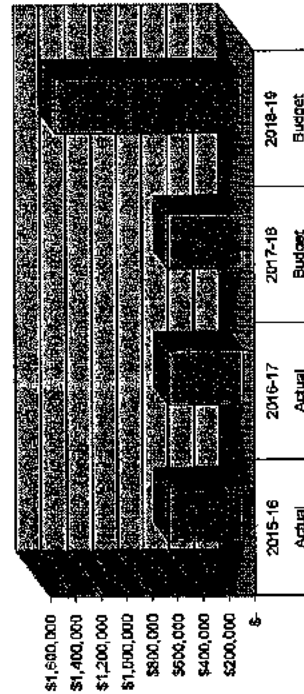




**CITY OF STANTON  
REVENUE SUMMARY  
LIGHTING/MEDIAN MAINTENANCE 1972 ACT FUND**

Lighting/Median Maint. Fund 225	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	185,272	195,752	194,500	195,000
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	9,653	8,224	10,000	10,000
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-Thru Payment	385,000	385,000	385,000	1,280,000
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 539,925</b>	<b>\$ 588,976</b>	<b>\$ 589,500</b>	<b>\$ 1,485,000</b>

Lighting/Median Maintenance 1972 Act Fund Revenues



**CITY OF STANTON  
EXPENDITURE SUMMARY  
LIGHTING/MEDIAN MAINTENANCE 1972 ACT FUND  
STREET LIGHTING**

Lighting/Median Maint. Fund 225 Street Lighting - 9620	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	10,820	-	-	-
Utilities	305,745	273,861	345,000	345,000
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	38,280	28,580	80,000	70,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-Thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	800,000
<b>Total Expenditures/Transfers Out</b>	<b>\$ 356,844</b>	<b>\$ 300,441</b>	<b>\$ 395,000</b>	<b>\$ 1,215,000</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



**CITY OF STANTON  
EXPENDITURE SUMMARY  
LIGHTING/MEDIAN MAINTENANCE 1972 ACT FUND  
MEDIAN MAINTENANCE**

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Lighting/Median Maint. Fund 225 Median Maintenance - 3530				
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	6,786	7,000	15,000
Utilities	40,375	48,572	48,000	58,000
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	171,633	230,214	190,000	200,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	101,230	101,230	91,152	80,001
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	784,487	10,140	50,000	50,000
<b>Total Expenditures/Transfers Out</b>	<b>\$ 1,088,026</b>	<b>\$ 397,048</b>	<b>\$ 306,152</b>	<b>\$ 411,001</b>
225	1,454,860	697,487	791,152	1,526,001
<b>PERSONNEL</b>	<b>Actual 2015-16</b>	<b>Actual 2016-17</b>	<b>Budget 2017-18</b>	<b>Budget 2018-19</b>
None	-	-	-	-
<b>Total Personnel</b>	-	-	-	-

**AIR QUALITY IMPROVEMENT PROGRAM FUND**

**MISSION:**

The Air Quality Improvement Program Fund contributes to a positive City image and promotes community safety, pride and aesthetics by funding programs which will diminish air pollution by reducing, directly or indirectly, mobile source emission pollutants.

**PRIMARY ACTIVITIES:**

The Air Quality Improvement Program Fund accounts for supplemental vehicle license fee revenue distributed to Cities by the South Coast Air Quality Management District pursuant to Assembly Bill 2766. Expenditures are limited to programs which will diminish air pollution by reducing, directly or indirectly, mobile source emission pollutants (i.e. trip reduction, transit and traffic flow improvements, bikeways, etc.).



The City has purchased hybrid fuel vehicles to reduce air pollution from City vehicles. The new vehicles have replaced existing Public Works and City Hall vehicles.

Through the use of Program funds, the City is replacing aging vehicles with hybrid fuel vehicles that comply with the most restrictive Environmental Protection Agency fuel standards. All expenditures associated with this program have a direct benefit to the City's General Fund by offsetting the cost associated with fleet replacement, maintenance, fuel and mass transportation programs.

**DEPARTMENTAL INITIATIVES:**

- Create programs that will promote the reduction of air pollution.
- Ensure the City is using vehicles that comply with all state emission regulations.

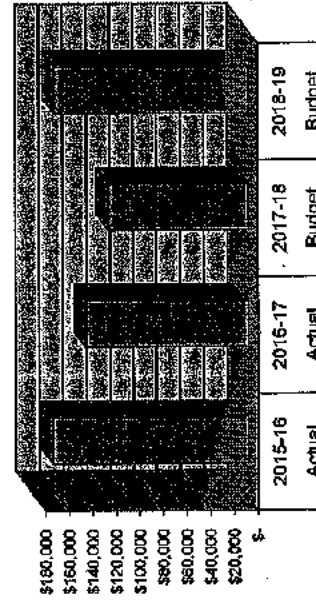


CITY OF STANTON  
FUND BALANCE SUMMARY  
AIR QUALITY IMPROVEMENT FUND

AIR QUALITY IMPROVEMENT FUND

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 151,483	\$ 166,123	\$ 138,387	\$ 118,652
Revenues	50,559	51,762	49,500	50,000
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	(35,592)	(79,538)	(69,333)	(4,150)
Fund Balance	\$ 166,450	\$ 138,387	\$ 118,652	\$ 164,502

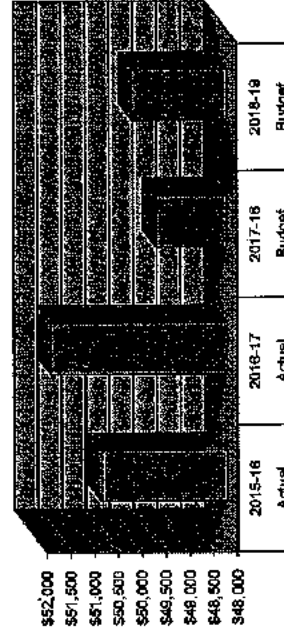
Air Quality Improvement Fund Balance



CITY OF STANTON  
REVENUE SUMMARY  
AIR QUALITY IMPROVEMENT FUND

Air Quality - 226	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	49,834	50,782	49,500	50,000
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	806	940	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass thru Payment	-	-	-	-
Transfers	-	-	-	-
Total Revenues	\$ 60,638	\$ 51,702	\$ 49,500	\$ 80,000

Air Quality Improvement Fund Revenues



**CITY OF STANTON  
FUND BALANCE SUMMARY  
STATE COPS GRANT'S FUND**

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	-	-	-	-
Revenues	368,540	69,688	255,407	200,000
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	(368,540)	(69,688)	(255,407)	(200,000)
Fund Balance	\$ -	\$ -	\$ -	\$ -

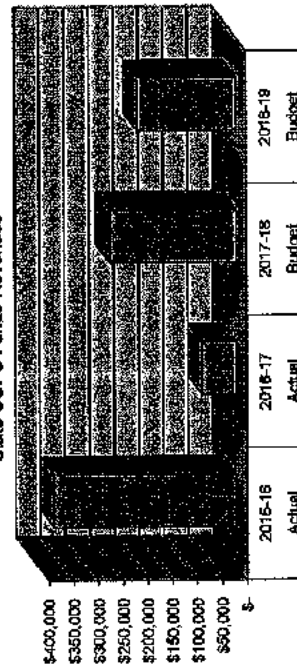
Age Group	2015-18	2016-17	2017-18	2018-19
5-14	100	95	90	85
15-24	110	105	100	95
25-34	120	115	110	105
35-44	130	125	120	115
45-54	140	135	130	125
55-64	150	145	140	135
65-74	160	155	150	145
75-84	170	165	160	155
85-94	180	175	170	165

2015-16	2016-17	2017-18	2018-19
Approved	Approved	Enacted	Enacted

**CITY OF STANTON  
REVENUE SUMMARY  
STATE COPS GRANTS FUND**

State COPS Grants	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	365,484	69,698	255,407	200,000
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	3,057	-	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 368,540</b>	<b>\$ 69,698</b>	<b>\$ 255,407</b>	<b>\$ 200,000</b>

**State COPS Funds Revenues**



**CITY OF STANTON  
EXPENDITURE SUMMARY  
STATE COPS GRANTS FUND**

State COPS Grants	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	368,540	69,698	255,407	200,000
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 368,540</b>	<b>\$ 69,698</b>	<b>\$ 255,407</b>	<b>\$ 200,000</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**CITY OF STANTON  
FUND BALANCE SUMMARY  
FAMILIES AND COMMUNITIES TOGETHER (FACT) GRANT FUND**

**FAMILIES AND COMMUNITIES TOGETHER (FACT) GRANT**

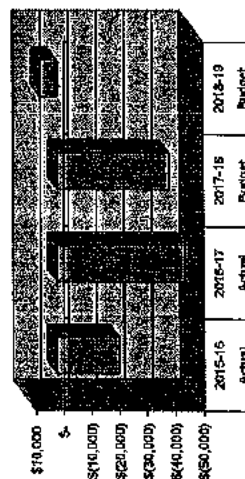
In July of 2008, the City of Stanton applied and was awarded a Families and Communities Together (FACT) Grant. The City has continued to receive the grant when renewal timeframes have occurred. The City contracts directly with the County of Orange Social Services Agency, which administers this federally and state funded grant program. Through this funding opportunity the City has been able to augment the existing program curriculum at the Stanton Community Services Center, now also serving as a FACT Family Resource Center.

The Stanton Community Services Center is a community-based site that offers a comprehensive array of recreational, educational, social and health services to families. The Stanton Family Resource Center is considered a "One Stop Shop," which provides services and support systems that build on family strengths. The services provided are offered in partnership with private and public agencies working together to enhance each family's capacity to become self-sufficient. The Family Resource Center also serves as a vehicle for engaging local community organizations and local government in the identification and resolution of community concerns.

Center programs offered through this grant include: Counseling / Mental Health Services, Advocacy Services, Domestic Violence Programs, Parent Involvement and Education, Case Management Services, Information and Referral Services, Health Access Programs, Crisis Intervention, Food and Clothing Assistance, Home Visitation Programs, After School Programs and ESL Classes.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ (8,399)	\$ (22,253)	\$ (45,965)	\$ 49,805
Revenues	193,298	274,325	300,000	300,000
Transfers In	31,200	48,300	40,000	25,000
Transfers Out	-	-	-	-
Expenditures	(195,243)	(146,328)	(334,210)	(198,877)
Fund Balance	\$ (23,253)	\$ (45,965)	\$ (40,175)	\$ 5,928

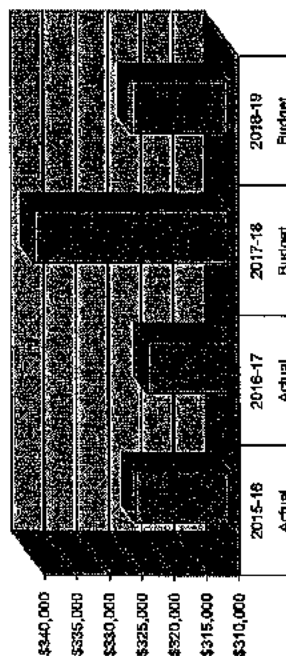
FACT Grant Fund Balance



**CITY OF STANTON  
REVENUE SUMMARY  
FAMILIES AND COMMUNITIES TOGETHER (FACT) GRANT FUND**

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
FACT Grant - 250				
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	283,291	274,325	300,000	300,000
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	-	-	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	31,200	48,300	40,000	25,000
<b>Total Revenues</b>	<b>\$ 324,491</b>	<b>\$ 322,625</b>	<b>\$ 340,000</b>	<b>\$ 325,000</b>

FACT Grant Fund Revenues



**CITY OF STANTON  
EXPENDITURE SUMMARY  
FAMILIES AND COMMUNITIES TOGETHER (FACT) GRANT FUND**

FACT Grant - 250	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 137,489	\$ 139,829	\$ 132,113	\$ 127,357
Benefits	29,868	31,160	23,405	32,819
Equipment & Supplies	2,031	3,008	1,417	1,417
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	150,444	156,718	155,704	155,704
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	18,413	19,724	21,571	21,580
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-Thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 339,245</b>	<b>\$ 346,328</b>	<b>\$ 334,210</b>	<b>\$ 332,877</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Administrative Clerk	1.00	1.00	1.00	0.85
Recreation Leader PT	0.50	0.50	0.50	0.35
Recreation Leader PT	-	0.37	0.20	0.35
Recreation Leader PT	-	-	-	0.40
Community Services Coordinator	1.00	1.00	1.00	0.86
<b>Total Personnel</b>	<b>2.50</b>	<b>2.87</b>	<b>2.70</b>	<b>2.81</b>

**CITY OF STANTON  
FUND BALANCE SUMMARY  
SENIOR TRANSPORTATION FUND**

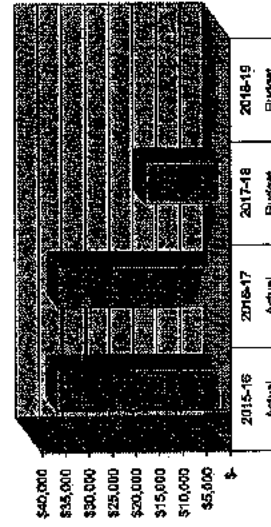
**SENIOR TRANSPORTATION FUND**

The Senior Transportation Fund accounts for resources received from the Orange County Transportation Authority as part of the Senior Mobility Program (SMP). The program is designed to fill the gap between local fixed-route buses and disabled paratransit services, by providing local transportation services to seniors in participating cities in Orange County. Under the program, participating cities are eligible to receive funds and vehicles from OCTA to help design and operate a transit program that best fits the needs of older adults in their communities.

Funding for the program comes from the Renewed Measure M half-cent county sales tax that is restricted for transportation purposes. One percent of total Measure M net revenue is allocated to the SMP program, and participating agencies receive a proportionate share based on their population of seniors age 60 years and older.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 39,829	\$ 35,173	\$ 34,739	\$ 32,865
Revenues	35,000	35,000	30,000	30,000
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	(40,668)	(35,910)	(48,394)	(67,208)
<b>Fund Balance</b>	<b>\$ 34,161</b>	<b>\$ 34,263</b>	<b>\$ 26,345</b>	<b>\$ 656</b>

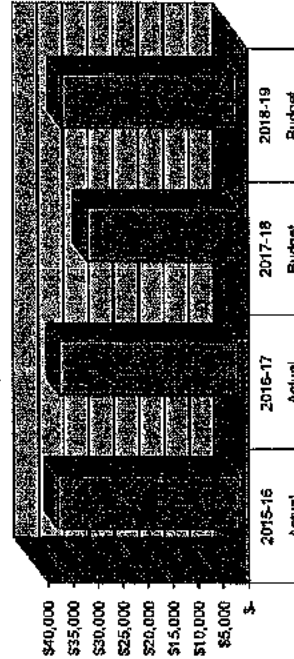
**Senior Transportation Fund Balance**



**CITY OF STANTON  
REVENUE SUMMARY  
SENIOR TRANSPORTATION FUND**

Senior Transportation - 251	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$	\$	\$	\$
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transients and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	35,823	35,263	30,000	35,000
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	189	232	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 35,012</b>	<b>\$ 35,495</b>	<b>\$ 30,000</b>	<b>\$ 35,000</b>

**Senior Transportation Fund Revenues**



**CITY OF STANTON  
EXPENDITURE SUMMARY  
SENIOR TRANSPORTATION FUND**

Senior Transportation	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 34,922	\$ 31,609	\$ 35,562	\$ 49,718
Benefits	4,012	3,284	4,093	5,968
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	720	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	1,014	1,036	8,785	12,117
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 40,668</b>	<b>\$ 35,910</b>	<b>\$ 48,394</b>	<b>\$ 67,203</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Recreation Leader PT	0.50	0.50	0.50	0.50
Recreation Leader PT	-	0.50	0.50	0.50
Recreation Leader PT	-	0.18	0.18	0.18
Sr. Rec Leader	-	0.50	0.50	0.50
<b>Total Personnel</b>	<b>0.50</b>	<b>1.68</b>	<b>2.15</b>	<b>1.68</b>



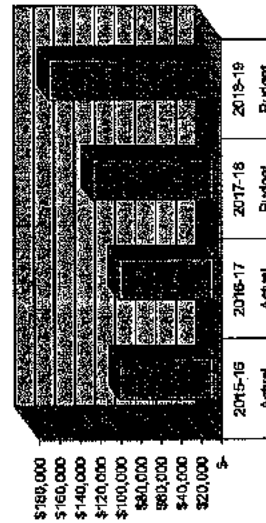
CITY OF STANTON  
FUND BALANCE SUMMARY  
IMPACT FEE FUNDS

IMPACT FEE FUNDS

Impact fees are assessed by cities so that new residents pay their fair share of having to expend the City's infrastructure to accommodate the new residents into the already existing system. These impact fees are only to be applied to new residences and are not applied to commercial development. The revenues raised by payment through this fee program are placed in these funds, and such revenues, along with any interest earnings, shall be used solely to pay for the City's future construction of facilities permitted under California Government Code Section 66002 or to reimburse the City for those facilities constructed by the City with funds advanced by the City from other sources, or to reimburse developers who have been required or permitted to

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 68,753	\$ 93,874	\$ 94,579	\$ 120,804
Revenues	25,322	705	26,225	42,067
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	-	-	-	-
Fund Balance	\$ 93,874	\$ 94,579	\$ 120,804	\$ 162,871

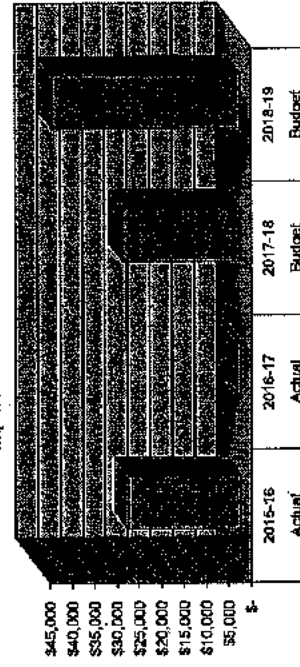
Impact Fee Funds Fund Balance



CITY OF STANTON  
REVENUE SUMMARY  
IMPACT FEE FUNDS

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Impact Fees - 261-264				
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	24,640	705	26,225	42,067
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	481	-	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass- thru Payment	-	-	-	-
Transfers	-	-	-	-
Total Revenues	\$ 25,121	\$ 705	\$ 26,225	\$ 42,067

Impact Fee Funds Revenues



CITY OF STANTON  
FUND BALANCE SUMMARY  
PUBLIC SAFETY TASK FORCE FUND

PUBLIC SAFETY TASK FORCE FUND

The North Orange County Public Safety Task Force Fund accounts for local and regional funds established by the Budget Act of 2017, Assembly Bill 57, Chapter 24, Statutes of 2017, Item 45327-400-0001. AB 57 authorized an award of \$100,000,000 to the North Orange County Public Safety Task Force equally over a four year period effective July 1, 2017 with all funds encumbered or expended until June 30, 2021. Membership to the North Orange County Public Safety Task Force are the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, San Juan Capistrano, Tustin, and Yorba Linda.

The Task Force will establish a Coordinating & Advisory Council to prioritize the use of the funds. The funds shall be used by the Task Force for the purpose of violence prevention and intervention activities to include the following three focus areas:

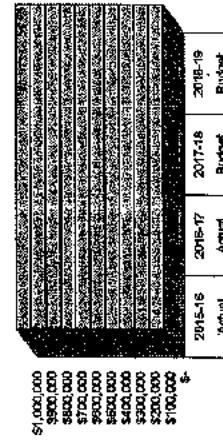
- Programs to address youth violence prevention and intervention in K-12th schools
- Programs to promote and enhance the successful reentry of offenders into the community
- Programs to address homeless outreach and intervention efforts

The Task Force shall distribute 60% of the funds to community based organizations to assist with these efforts. The remaining 40% of the funds are distributed to the cities of Anaheim, Brea, Buena Park, Fullerton, Placentia and Stanton for a regional and collaborative partnership in these efforts.

The City of Stanton's use of the local funds is in furthering public safety through the assignment of a second Community Enhancement Deputy in Stanton. Expenditures may also include administration, staffing, services and supplies.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ -	\$ -	\$ -	\$ -
Revenues	-	-	633,333	633,333
Transfers In	-	-	-	-
Transfers Out	-	-	-	(46,000)
Expenditures	-	-	(633,333)	(597,333)
Fund Balance	\$ -	\$ -	\$ -	\$ -

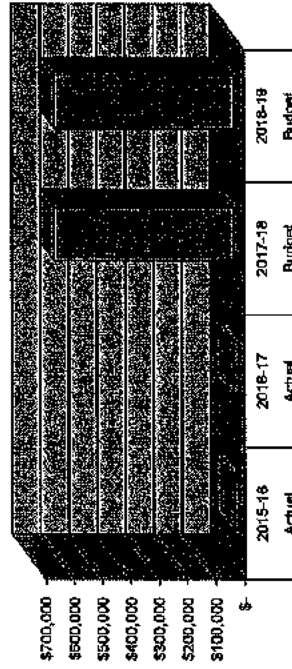
Public Safety Task Force - Fund Balance



CITY OF STANTON  
REVENUE SUMMARY  
PUBLIC SAFETY TASK FORCE FUND

PSTF	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Transfer Tax	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	633,333	633,333
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	-	-	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
Total Revenues	\$ -	\$ -	\$ 633,333	\$ 633,333

Public Safety Task Force Revenues



CITY OF STANTON  
EXPENDITURE SUMMARY  
PUBLIC SAFETY TASK FORCE FUND

PSTF	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	-	-	-	\$ 32,918
Benefits	-	-	-	8,179
Equipment & Supplies	-	-	303,333	292,236
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	300,000	224,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	30,000	-
Transfers	-	-	-	78,000
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 633,333</b>	<b>\$ 633,333</b>

	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
PERSONNEL				
Community Services Coordinator	-	-	0.50	0.50
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>0.50</b>	<b>0.50</b>

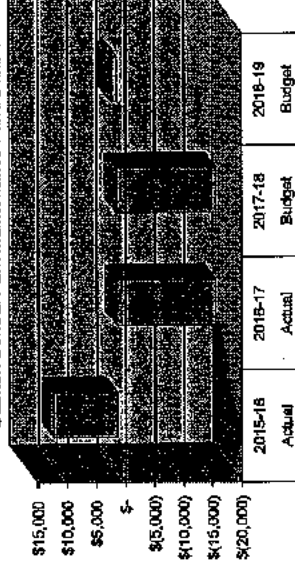
CITY OF STANTON  
FUND BALANCE SUMMARY  
STANTON CENTRAL PARK MAINTENANCE FUND

STANTON CENTRAL PARK MAINTENANCE FUND

The Stanton Central Park Maintenance Fund is used to account for donations received for the maintenance of Stanton Central Park. Expenditures include maintenance costs at Stanton Central Park.

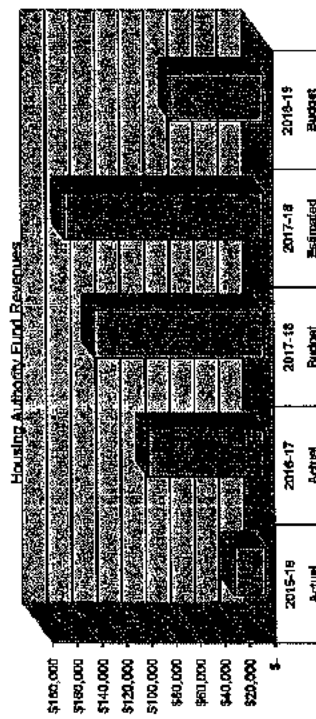
	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ -	10,854	\$ (17,008)	\$ (14,008)
Revenues	25,032	50,000	50,000	75,000
Transfers In	-	45,250	88,000	-
Transfers Out	-	-	-	-
Expenditures	(14,178)	(123,183)	(158,000)	(60,000)
<b>Fund Balance</b>	<b>\$ 10,854</b>	<b>\$ (17,008)</b>	<b>\$ (17,008)</b>	<b>\$ 992</b>

Stanton Central Park Maintenance Fund Balance



CITY OF STANTON  
REVENUE SUMMARY  
STANTON CENTRAL PARK MAINTENANCE FUND

Stanton Central Park Maintenance - 260	Actual 2015-16	Actual 2016-17	Budget 2017-18	Estimated 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Property Transfer Tax	-	-	-	-	-
Sales and Use Tax	-	-	-	-	-
Transactions and Use Tax	-	-	-	-	-
Transient Occupancy	-	-	-	-	-
Franchise Fees	-	-	-	-	-
Business License	-	-	-	-	-
Utility Users Tax	-	-	-	-	-
Fees and Permits	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Charges for Services	-	-	-	-	-
Developmental Fees	-	-	-	-	-
Parks and Recreation Fees	-	-	-	-	-
Fines and Forfeitures	-	-	-	-	-
Investment Earnings	32	-	-	-	-
Rental Income	25,000	50,000	50,000	162,000	75,000
Miscellaneous Revenue	-	-	-	-	-
Pass-thru Payment	-	45,290	35,000	-	-
Transfers	-	-	-	-	-
Total Revenue	\$ 25,032	\$ 95,290	\$ 135,000	\$ 162,000	\$ 75,000



CITY OF STANTON  
EXPENDITURE SUMMARY  
STANTON CENTRAL PARK MAINTENANCE FUND

Stanton Central Park Maintenance	Actual 2015-16	Actual 2016-17	Budget 2017-18	Estimated 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-	-
Equipment & Supplies	-	-	-	-	-
Repairs and Maintenance	-	-	75,000	81,500	-
Utilities	14,176	67,052	-	-	-
Rental Expense	-	-	-	-	-
Insurance	-	-	-	-	-
Professional Development	-	-	60,000	87,500	80,000
Contract Services	-	55,021	-	-	-
Recreation Events	-	-	-	-	-
Recreation Programs	-	-	-	-	-
Redevelopment Programs	-	-	-	-	-
Payment to Other Agencies	-	-	-	-	-
Interdepartmental Charge	-	-	-	-	-
Capital Assets	-	-	-	-	-
Transfers	-	-	-	-	-
Debt Service Expense	-	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-	-
Depreciation	-	-	-	-	-
Capital Projects	-	-	-	-	-
Total Expenditures	\$ 14,176	\$ 123,113	\$ 135,000	\$ 159,000	\$ 60,000

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Estimated 2017-18	Budget 2018-19
None	-	-	-	-	-
Total Personnel	-	-	-	-	-

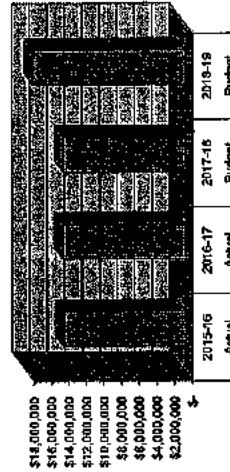
CITY OF STANTON  
FUND BALANCE SUMMARY  
HOUSING AUTHORITY FUND

HOUSING AUTHORITY FUND

The Housing Authority Fund is used to account for the accumulated resources received from the Low and Moderate Income Housing Fund of the former Stanton Redevelopment Agency and for expenses related to low and moderate income housing. Revenue represent rental income from properties owned by the Authority.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance				
Revenues	\$ 13,695,360	\$ 13,823,544	\$ 13,633,098	\$ 22,493,868
Transfers In	587,521	553,386	544,000	566,000
Transfers Out				
Expenditures	(955,332)	(473,843)	(599,300)	(5,610,594)
Fund Balance	\$ 13,327,549	\$ 13,899,087	\$ 13,577,798	\$ 17,449,274

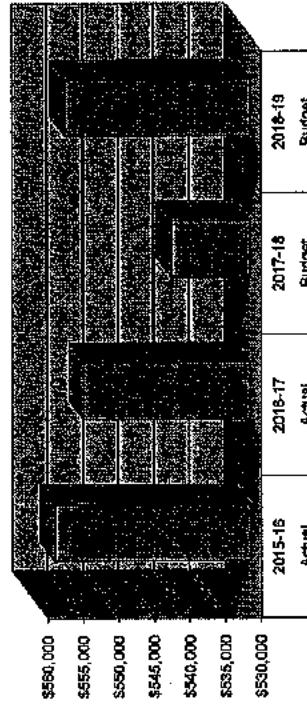
Housing Authority Fund Balance



CITY OF STANTON  
REVENUE SUMMARY  
HOUSING AUTHORITY FUND

Housing Authority - 285	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Transfer Tax	-	-	-	-
Sales and Use Tax	-	-	-	-
Transfers and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Penalties	-	-	-	-
Investment Earnings	20,795	46,389	45,000	100,000
Rental Income	626,736	600,860	480,000	480,000
Miscellaneous Revenue	6,890	6,167	6,000	6,000
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
Total Revenues	\$ 657,621	\$ 653,396	\$ 541,000	\$ 586,000

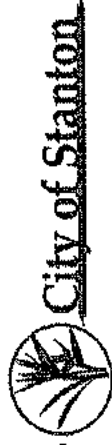
Housing Authority Fund Revenues



CITY OF STANTON  
EXPENDITURE SUMMARY  
HOUSING AUTHORITY FUND

Housing Authority	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 68,117	\$ 123,807	\$ 157,497	\$ 145,154
Benefits	29,085	35,189	51,098	42,484
Equipment & Supplies	12,046	13,346	2,000	1,000
Repairs and Maintenance	99,310	105,093	130,000	135,000
Utilities	39,098	37,345	50,000	50,000
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	20,076	65,781	77,200	102,500
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	927	55,072	50,000	130,000
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	28,636	28,247	35,485	34,276
Interdepartmental Charge	-	-	42,000	-
Capital Assets	28,146	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	5,000,000
<b>Total Expenditures</b>	<b>\$ 355,357</b>	<b>\$ 473,841</b>	<b>\$ 695,290</b>	<b>\$ 5,640,504</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Accounting Technician	-	0.50	0.50	0.05
Admin Services Coordinator	-	0.50	0.50	0.05
Administrative Clerk PT	-	0.03	0.03	0.03
Administrative Clerk FT	-	0.03	0.03	0.03
Associate Planner	-	0.40	0.40	0.60
Code Enfr/Prg Crtd Supv	-	0.50	0.50	0.35
Community Dev Director	-	0.15	0.15	0.35
Departmental Assistant	-	-	-	0.10
Economic Development Specialist	-	-	-	0.15
Public Safety Services Director	-	-	0.08	0.05
<b>Total Personnel</b>	<b>-</b>	<b>2.10</b>	<b>2.18</b>	<b>1.93</b>



CAPITAL PROJECT FUND

MISSION:

The Capital Project Fund contributes to a positive City image and promotes community safety, pride and aesthetics by funding improvements to the City's infrastructure.

PRIMARY ACTIVITIES:

The Capital Projects Fund accounts for major capital projects not recorded in other funds. The projects are financed through outside sources, such as grants or matching fund programs. Project financing is recorded directly in the fund or transferred from various funds as authorized by the City Council.

These capital improvements constitute over \$1 million dollars of improvements mostly funded through special funds.

DEPARTMENTAL INITIATIVES:

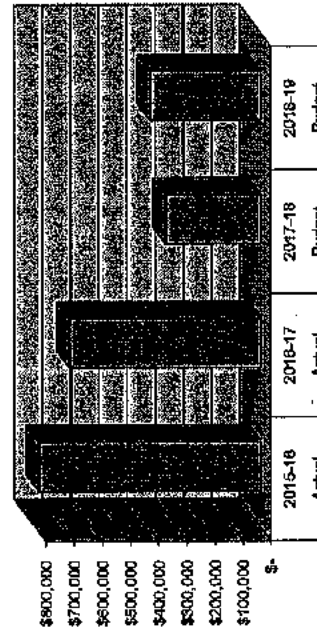
- Improve the City's infrastructure.
- Complete all allocated capital improvement projects within fiscal year.
- Maintain and repair streets.
- Improve the City's drainage system.

CITY OF STANTON  
FUND BALANCE SUMMARY  
CAPITAL PROJECT FUND

CAPITAL PROJECT FUND

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	796,523	790,529	682,471	466,471
Revenues	55,775	460,415	4,000	64,000
Transfers In	-	-	-	60,000
Transfers Out	-	-	-	-
Expenditures	(21,369)	(568,473)	(344,595)	(195,000)
Fund Balance	\$ 790,529	\$ 682,471	\$ 341,876	\$ 395,471

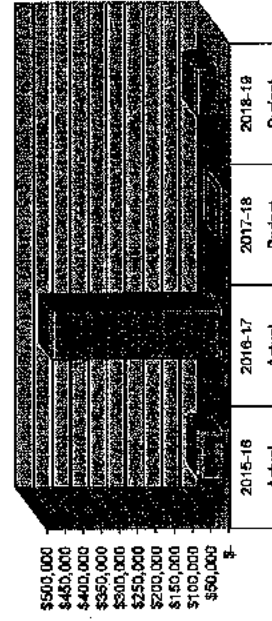
Capital Project Fund Balance



CITY OF STANTON  
REVENUE SUMMARY  
CAPITAL PROJECT FUND

Capital Project - 305	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Transfer Tax	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	27,113	466,607	4,000	4,000
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	4,162	3,808	4,000	4,000
Rental Income	-	-	-	-
Miscellaneous Revenue	23,900	-	-	-
Pass-Through Payment	-	-	-	-
Transfers	-	-	-	60,000
Total Revenues	\$ 55,175	\$ 460,415	\$ 4,000	\$ 64,000

Capital Project Fund Revenues



CITY OF STANTON  
EXPENDITURE SUMMARY  
CAPITAL PROJECT FUND

Capital Project - 305	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	21,169	568,479	344,595	195,000
<b>Total</b>	<b>\$ 21,169</b>	<b>\$ 568,479</b>	<b>\$ 344,595</b>	<b>\$ 195,000</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	-	-	-	-

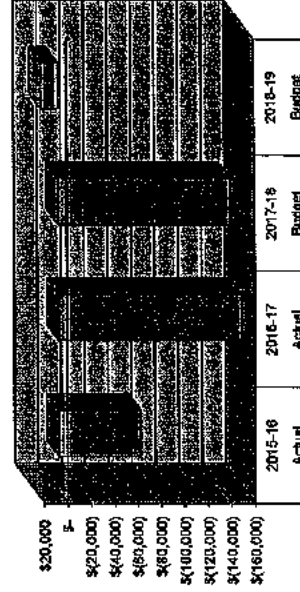
CITY OF STANTON  
FUND BALANCE SUMMARY  
PARKS AND RECREATION FACILITIES FUND

PARKS & RECREATION FACILITIES FUND

Revenue collected from developers for subdivision fees according to Section 19.04.130 of the Stanton Municipal Code is deposited in this fund. The use of the money is limited to "providing park or recreational facilities reasonably related to serving the subdivision by way of the purchase of the necessary land, or if the City Council deems that there is sufficient land available for the subdivision, for improving of such land for park and recreation purposes" (City Code Section 19.04.130, California Government Code Section 66477). In FY 15/16, the Capital Project Fund was used to record all the transactions relating to Stanton Central Park with the exception of funds that were covered by the Proposition 84 Grant. City Council approved an advance from the General Fund to cover this fund if it went negative. The General Fund was repaid from Quimby Fees received in FY 17/18.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 119,477	\$ (70,220)	\$ (156,532)	\$ 28,000
Revenues	300,185	45,581	29,250	346,365
Transfers In	6,596,399	-	-	-
Transfers Out	-	-	-	(50,000)
Expenditures	(8,024,351)	(130,593)	(250,000)	(300,000)
<b>Fund Balance</b>	<b>\$ (70,220)</b>	<b>\$ (556,232)</b>	<b>\$ (477,282)</b>	<b>\$ 14,364</b>

Parks and Recreation Facilities Fund Balance

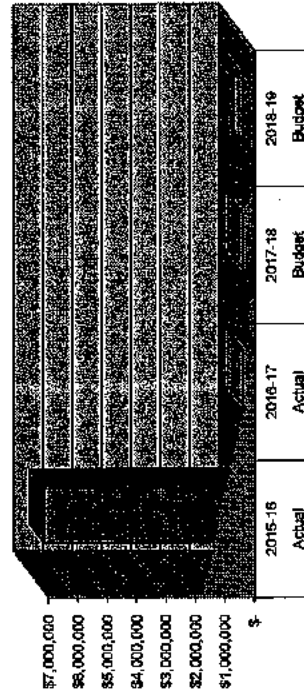




**CITY OF STANTON  
REVENUE SUMMARY  
PARKS AND RECREATION FACILITIES FUND**

Parks and Recreation Facilities - 310	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$	\$	\$	\$
Property Transfer Tax	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Developmental Fees	-	-	-	-
Parks and Recreation Fees	284,883	45,581	26,250	346,363
Fines and Forfeitures	-	-	-	-
Investment Earnings	6,353	-	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	6,501,369	-	-	-
<b>Total Revenues</b>	<b>\$ 6,802,604</b>	<b>\$ 45,581</b>	<b>\$ 26,250</b>	<b>\$ 346,363</b>

**Parks and Recreation Facilities Fund Revenues**



**CITY OF STANTON  
EXPENDITURE SUMMARY  
PARKS AND RECREATION FACILITIES FUND**

Parks and Recreation Facilities - 310	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$	\$	\$	\$
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	60,000
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	8,024,381	131,893	20,000	300,000
<b>Total Expenditures</b>	<b>\$ 8,024,381</b>	<b>\$ 131,893</b>	<b>\$ 20,000</b>	<b>\$ 360,000</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Nonc	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



CITY OF STANTON  
FUND BALANCE SUMMARY  
SEWER MAINTENANCE FUND

SEWER MAINTENANCE FUND

MISSION:

The Sewer Maintenance Fund records the provisions of sewer services and maintenance by the City of Stanton.

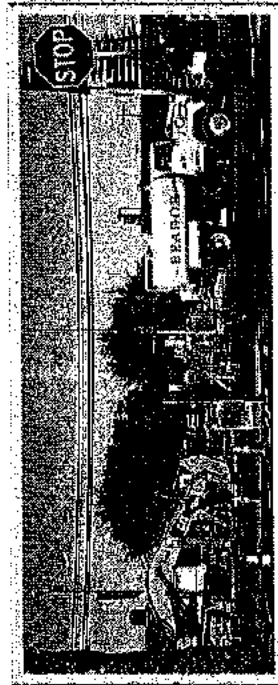
PRIMARY ACTIVITIES:

The Sewer Maintenance Fund is an enterprise fund, which is used to account for operations that are financed and managed in a manner similar to private business enterprises where the cost of providing goods and services is financed primarily through user charges. The City of Stanton acquired the assets, liabilities, and operations of the former Stanton County Water District on March 1, 1988.

The majority of the revenues are derived from a special assessment (user charge) set annually by the City Council and placed on the property tax roll. Other revenues are received from property taxes, plan check and permit fees and special district taxes. Sewer user charges are assessed based on anticipated flow to the sewer system. Sewer user fees were increased in 2010 to fund future expenses of the system.

DEPARTMENTAL INITIATIVES:

- Maintain all City operated sewer lines.
- Bring to public awareness the need to maintain sewer lines and private sewer laterals.
- Complete capital improvement projects identified in the Sewer Master Plan that address condition and capacity deficiencies.



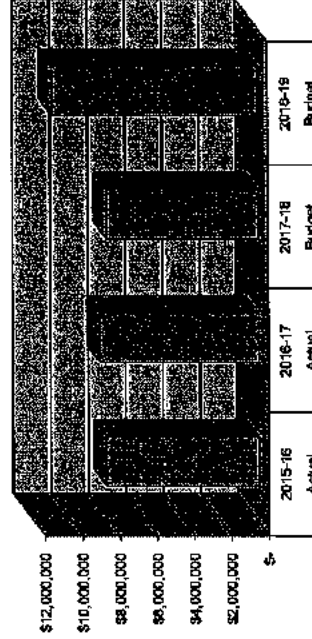
Stanton

2018-2019 Operating Budget

SEWER MAINTENANCE FUND

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 7,760,481	\$ 8,220,197	\$ 8,544,249	\$ 10,944,267
Revenues	4,024,543	4,018,983	4,037,705	4,042,553
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	(544,227)	(694,993)	(1,108,335)	(971,966)
Fund Balance/Working Capital	\$ 8,220,197	\$ 8,544,249	\$ 8,573,642	\$ 11,074,853

Sewer Maintenance Fund Balance/Working Capital



**CITY OF STANTON  
REVENUE SUMMARY  
SEWER MAINTENANCE FUND**

Sewer Maintenance - 501	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ 72,546	\$ 78,658	\$ 96,509	\$ 89,933
Property Transfer Tax	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business Licenses	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	27,059	20,612	22,000	22,000
Intergovernmental	-	-	-	-
Charges for Services	880,364	872,177	880,000	880,000
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Pines and Forfeitures	-	-	-	-
Investment Earnings	18,568	28,342	20,000	30,000
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass- thru Payment	17,985	20,199	20,198	20,600
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 1,024,543</b>	<b>\$ 1,018,883</b>	<b>\$ 1,037,705</b>	<b>\$ 1,042,533</b>

**Sewer Maintenance Fund Revenues**

	2015-16 Actual	2016-17 Actual	2017-18 Budget	2018-19 Budget
\$1,045,000				
\$1,040,000				
\$1,035,000				
\$1,030,000				
\$1,025,000				
\$1,020,000				
\$1,015,000				
\$1,010,000				
\$1,005,000				

**CITY OF STANTON  
EXPENDITURE SUMMARY  
SEWER MAINTENANCE FUND**

Sewer Maintenance - 501	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 67,153	\$ 67,433	\$ 77,588	\$ 78,956
Benefits	10,108	20,488	23,092	24,107
Equipment & Supplies	277	-	-	-
Repairs and Maintenance	1,088	1,102	20,000	17,500
Utilities	-	-	-	-
Rentals Expense	-	-	-	-
Insurance	-	-	-	-
Provisional Development	-	-	-	-
Contract Services	49,136	253,779	256,880	398,000
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	284,525	220,037	88,935	140,349
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass- thru to Other Agencies	-	-	-	-
Depreciation	132,541	132,085	132,840	132,055
Capital Projects	-	-	800,000	150,000
<b>Total Expenditures</b>	<b>\$ 544,927</b>	<b>\$ 594,931</b>	<b>\$ 1,408,313</b>	<b>\$ 911,968</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Administrative Clerk PT	0.13	-	-	0.05
Departmental Assistant	0.30	-	-	-
Engineering Assistant	0.30	0.35	0.25	0.35
Facilities Main Worker	0.35	0.05	0.05	0.05
Facilities Main Worker PT	0.16	-	-	-
Facilities Maint Supervisor	0.50	0.05	0.05	0.05
Public Works Director	0.30	0.30	0.30	0.30
Public Works Intern	-	-	-	0.20
<b>Total Personnel</b>	<b>1.94</b>	<b>0.65</b>	<b>0.65</b>	<b>0.90</b>



CITY OF STANTON  
FUND BALANCE SUMMARY  
WORKERS' COMPENSATION FUND

WORKER'S COMPENSATION

MISSION:

The goal of the worker's compensation program is to effectively administer the self-insured program. This is achieved through know/edge of the worker's compensation system, education of employees and injury prevention.

PRIMARY ACTIVITIES:

The City of Stanton is a member of the Public Entry Risk Management Authority (PERMA) for worker's compensation and services. Stanton purchases excess insurance to cover any significant losses up to a maximum of \$200,000,000. Normal costs are paid with City funds up to the City's Self Insurance Retention (SIR) of \$50,000. The City contracts with Corvel Enterprise Comp., Inc. for claims administration. Staff manages the program, working directly with the claims administrator and legal counsel, as necessary, to resolve any claims. Staff will continue to stay aware of new and changing legislation regarding workers compensation in California.

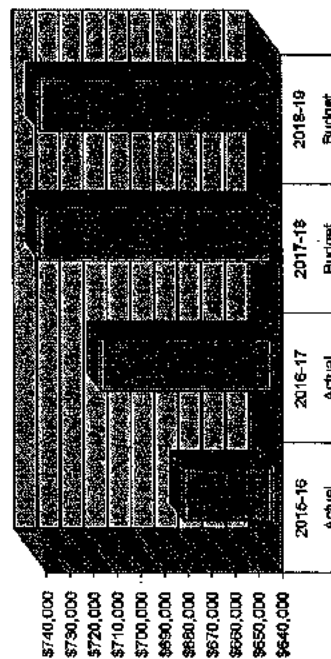
DEPARTMENT INITIATIVES:

Continue promoting safety in the workplace through employee education, training and employee newsletters.

WORKERS' COMPENSATION FUND

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 627,553	\$ 677,497	\$ 712,716	\$ 738,372
Revenues	117,204	108,373	179,656	141,002
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	(67,340)	(82,074)	(154,000)	(141,002)
Fund Balance	\$ 677,417	\$ 712,716	\$ 738,372	\$ 738,372

Workers' Compensation Fund Balance

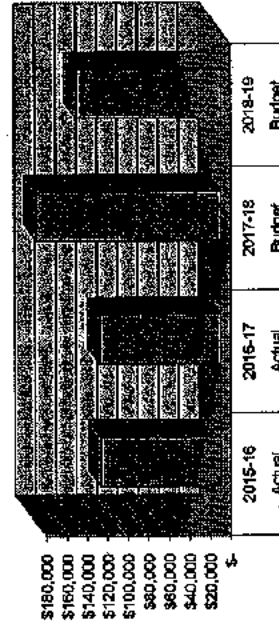


**CITY OF STANTON  
REVENUE SUMMARY  
WORKERS' COMPENSATION FUND**

Workers' Compensation - 602	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
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Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	114,904	116,304	179,858	141,002
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	2,300	3,069	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 117,204</b>	<b>\$ 119,373</b>	<b>\$ 179,858</b>	<b>\$ 141,002</b>

**Workers' Compensation Fund Revenues**



**CITY OF STANTON  
EXPENDITURE SUMMARY  
WORKERS' COMPENSATION FUND**

Workers' Compensation - 602	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
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Salaries & Wages	\$ -	\$ -	\$ -	\$ -
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	141,002
Insurance	87,340	88,074	154,000	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 87,340</b>	<b>\$ 88,074</b>	<b>\$ 154,000</b>	<b>\$ 141,002</b>

PERSONNEL	Actual 2016-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
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None	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



CITY OF STANTON  
FUND BALANCE SUMMARY  
LIABILITY/RISK MANAGEMENT FUND

LIABILITY/RISK MANAGEMENT FUND

This fund includes just general liability. All other insurance costs are recorded in the General Fund (see Department #1430).

LIABILITY/RISK MANAGEMENT

MISSION:

The goal of the liability program is to effectively administer the self-insured program which includes investigation, defense and settlements of tort claims filed against the City.

PRIMARY ACTIVITIES:

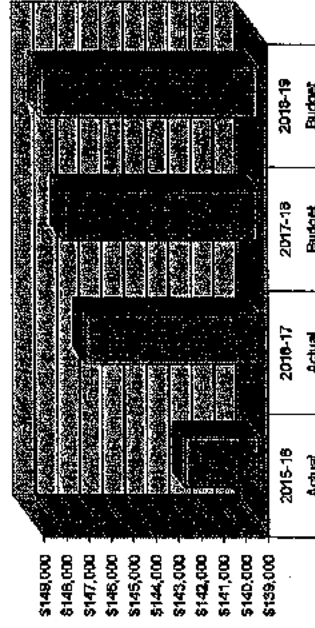
The City of Stanton is a member of the Public Entity Risk Management Authority (PERMA) and the Employment Risk Management Authority (ERMA) for its liability programs. The City purchases excess insurance to cover significant losses; normal costs are paid with City funds. The program is managed by the City Manager's Office who provides assistance as needed to both legal counsel and PERMA. The City Manager has claim settlement authority up to \$10,000 per claim.

DEPARTMENT INITIATIVES:

- Provide training to employees to reduce liability exposure to the City.
- Receive, investigate, and take action on all tort claims within the guidelines and timeframes prescribed by law.
- Act as a liaison with the City's insurance broker and insurance pool in the procurement of all property and liability insurance policies.
- Review proposed contractual agreements for appropriate levels of insurance coverage maintained by the other party, prior to the City entering into the agreement.
- Identify potential liability issues and address them in a proactive, not reactive manner.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 149,815	\$ 142,283	\$ 146,687	\$ 148,687
Revenues	92,925	95,249	114,000	122,000
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	(100,450)	(90,845)	(121,000)	(122,000)
Fund Balance	\$ 142,283	\$ 146,687	\$ 147,687	\$ 148,687

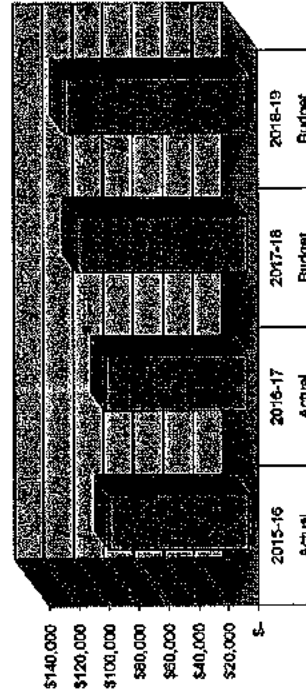
Liability/Risk Management Fund Balance



**CITY OF STANTON  
REVENUE SUMMARY  
LIABILITY/RISK MANAGEMENT FUND**

Liability/Risk Management - 603	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	92,200	94,190	113,000	122,000
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeiture	-	-	-	-
Investment Earnings	725	1,056	1,000	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 92,925</b>	<b>\$ 95,246</b>	<b>\$ 114,000</b>	<b>\$ 122,000</b>

Liability/Risk Management Fund Revenues



**CITY OF STANTON  
EXPENDITURE SUMMARY  
LIABILITY/RISK MANAGEMENT FUND**

Liability/Risk Management - 603	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 100,456	\$ 90,846	\$ 103,000	\$ 122,000
Benefits	-	-	-	-
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	10,000	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Recreation Development Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total</b>	<b>\$ 100,456</b>	<b>\$ 90,846</b>	<b>\$ 113,000</b>	<b>\$ 122,000</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
None	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



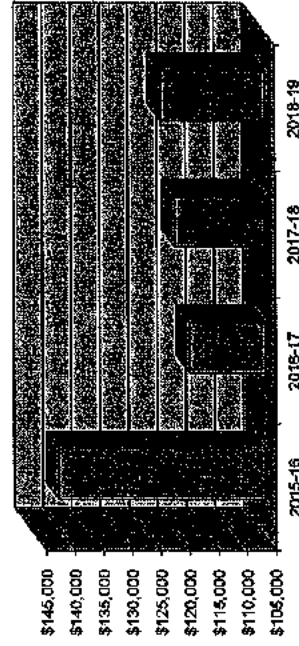
CITY OF STANTON  
FUND BALANCE SUMMARY  
EMPLOYEE BENEFITS FUND

EMPLOYEE BENEFITS FUND

The Employee Benefits Fund provides funding for current and future benefit liabilities of the City. The benefits charged to this Fund include funding for retiree health insurance and current year leave payoffs for employees who leave the City service. Additionally, the Fund maintains a fund balance as a dedicated reserve against the future costs of credited but unused leave liabilities.

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 140,103	\$ 141,103	\$ 118,263	\$ 123,263
Revenues	333,374	398,481	398,493	443,075
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	(325,389)	(381,321)	(395,992)	(443,075)
Fund Balance	\$ 148,108	\$ 158,263	\$ 120,764	\$ 123,263

Employee Benefits Fund Balance



EMPLOYEE BENEFITS FUND

The Employee Benefits Fund provides funding for current and future benefit liabilities of the City. The benefits charged to this Fund include funding for retiree health insurance and current year leave payoffs for employees who leave the City service. Additionally, the Fund maintains a fund balance as a dedicated reserve against the future costs of credited but unused leave liabilities.



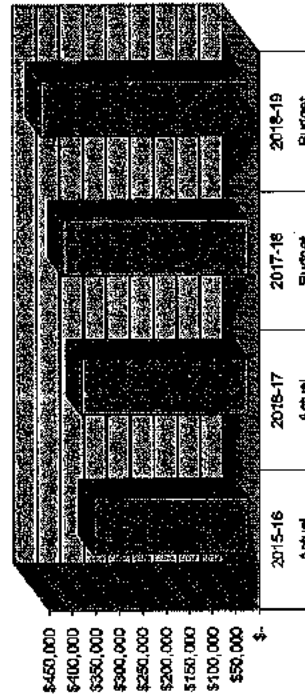
CITY OF STANTON  
REVENUE SUMMARY  
EMPLOYEE BENEFITS FUND

Employee Benefits - 604	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	351,356	355,639	355,963	443,075
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	-	-	-
Investment Earnings	2,038	2,842	2,500	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 353,394</b>	<b>\$ 358,481</b>	<b>\$ 358,463</b>	<b>\$ 443,075</b>

CITY OF STANTON  
EXPENDITURE SUMMARY  
EMPLOYEE BENEFITS FUND

Employee Benefits - 604	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 323,506	\$ 372,476	\$ 384,193	\$ 435,122
Benefits	8,877	8,845	11,800	7,953
Equipment & Supplies	-	-	-	-
Repairs and Maintenance	-	-	-	-
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	-	-
Contract Services	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	-	-	-
Interdepartmental Charge	-	-	-	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total</b>	<b>\$ 332,383</b>	<b>\$ 381,321</b>	<b>\$ 395,993</b>	<b>\$ 443,075</b>

Employee Benefits Fund Revenues





CITY OF STANTON  
FUND BALANCE SUMMARY  
FLEET MAINTENANCE FUND

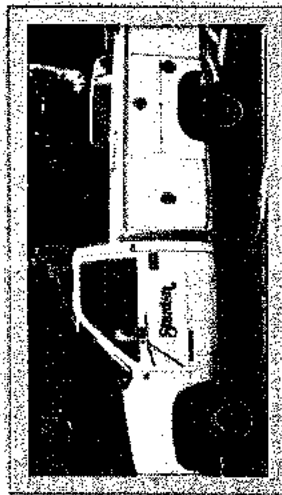
FLEET MAINTENANCE FUND

MISSION:

The Fleet Maintenance Fund contributes to City operations by providing for maintenance and replacement of City vehicles and other rolling stock.

PRIMARY ACTIVITIES:

The Fleet Maintenance Fund receives revenue in the form of fund transfers from operating programs to pay for maintenance and replacement of City vehicles and other rolling stock. Charges are made to the operating programs based on the numbers of pieces of equipment assigned to the program and include charges for fuel, routine maintenance, damage repairs and depreciation. As vehicles reach the end of their useful life, they are replaced using Fund reserves.



DEPARTMENTAL INITIATIVES:

- To ensure that all City owned vehicles are operating at peak performance levels.
- To ensure that City vehicles are available and ready to perform necessary City services.

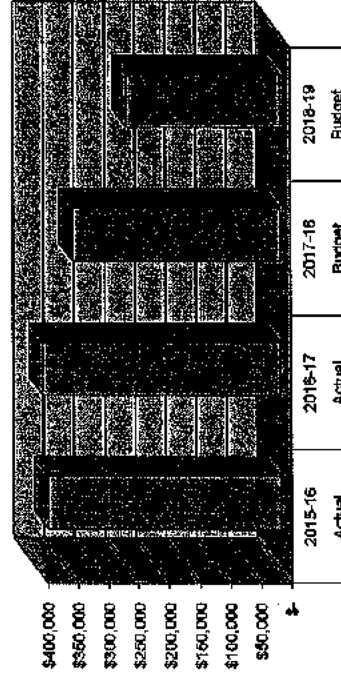


2017-2018 Operating Budget

FLEET MAINTENANCE FUND

	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Beginning Balance	\$ 378,394	\$ 381,546	\$ 390,934	\$ 253,434
Revenues	93,689	94,656	101,748	121,682
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Expenditures	(90,377)	(85,268)	(115,748)	(121,908)
Fund Balance/Working Capital	\$ 381,546	\$ 390,934	\$ 340,934	\$ 253,208

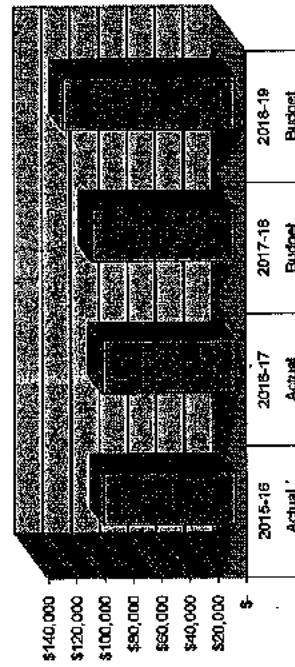
Fleet Maintenance Fund Balance/Working Capital



CITY OF STANTON  
REVENUE SUMMARY  
FLEET MAINTENANCE FUND

Fleet Maintenance - 605	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Property Tax	\$ -	\$ -	\$ -	\$ -
Property Tax Transfer	-	-	-	-
Sales and Use Tax	-	-	-	-
Transactions and Use Tax	-	-	-	-
Transient Occupancy	-	-	-	-
Franchise Fees	-	-	-	-
Business License	-	-	-	-
Utility Users Tax	-	-	-	-
Fees and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	91,463	91,611	98,218	121,632
Developmental Fees	-	-	-	-
Parks and Recreation Fees	-	-	-	-
Fines and Forfeitures	-	3,045	2,500	-
Investment Earnings	2,226	-	-	-
Rental Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Pass-thru Payment	-	-	-	-
Transfers	-	-	-	-
<b>Total Revenues</b>	<b>\$ 93,689</b>	<b>\$ 94,656</b>	<b>\$ 101,718</b>	<b>\$ 121,632</b>

Fleet Maintenance Fund Revenues



CITY OF ST  
EXPENDITURE SUMMARY  
FLEET MAINTENANCE FUND

Fleet Maintenance - 605	Actual 2015-16	Actual 2016-17	Budget 2017-18	Budget 2018-19
Salaries & Wages	\$ 21,989	\$ 22,399	\$ 24,213	\$ 24,674
Benefits	10,990	7,133	10,513	12,207
Equipment & Supplies	21,005	11,448	22,000	31,500
Repairs and Maintenance	30,468	38,459	35,000	47,726
Utilities	-	-	-	-
Rental Expense	-	-	-	-
Insurance	-	-	-	-
Professional Development	-	-	3,500	-
Contract Services	-	-	-	-
Recreation Events	-	-	-	-
Recreation Programs	-	-	-	-
Redevelopment Programs	-	-	-	-
Payment to Other Agencies	-	5,829	5,492	5,801
Interdepartmental Charge	6,005	-	90,000	-
Capital Assets	-	-	-	-
Transfers	-	-	-	-
Debt Service Expense	-	-	-	-
Pass-thru to Other Agencies	-	-	-	-
Depreciation	-	-	-	-
Capital Projects	-	-	-	-
<b>Total</b>	<b>\$ 90,377</b>	<b>\$ 85,268</b>	<b>\$ 161,718</b>	<b>\$ 121,908</b>

PERSONNEL	Actual 2015-16	Actual 2016-17	Actual 2017-18	Budget 2018-19
Administrative Clerk *	-	0.03	0.03	0.050
Engineering Assistant	0.10	-	-	-
Facilities Maintenance Worker	-	0.25	0.25	0.25
Public Work Director	0.10	0.04	0.04	0.05
<b>Total Personnel</b>	<b>0.20</b>	<b>0.32</b>	<b>0.32</b>	<b>0.35</b>

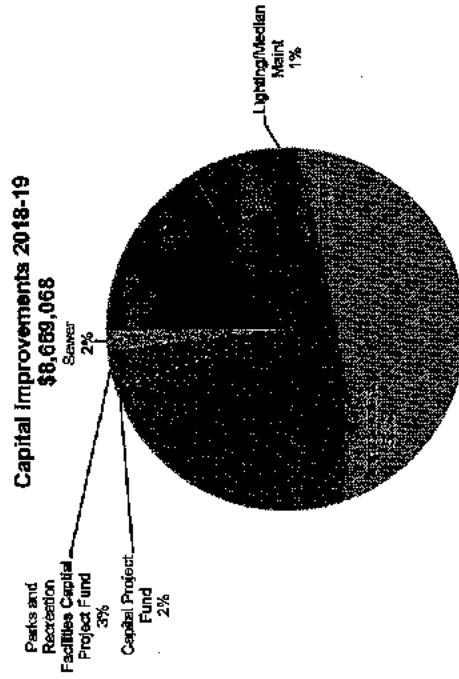


# Capital Improvement Program

# Stanton

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**CITY OF STANTON  
CAPITAL IMPROVEMENT EXPENDITURES  
BY FUND**



**CITY OF STANTON  
SUMMARY OF CAPITAL IMPROVEMENT PROJECTS  
ALL FUNDS**

Project Name	Account	Budget 2018-19
<b>Gas Tax Fund</b>		
Citywide Street Rehabilitation	211-3500-710190	\$ 50,000
Dale and Characteristics Signal	211-3500-710195	200,000
Concrete Repair	211-3510-710195	100,000
Centros Wildening	211-3510-710195	150,000
Code Enforcement Vehicle	211-3510-710195	30,000
<b>Total Gas Tax</b>		<b>\$ 530,000</b>
<b>RMRA Fund</b>		
Citywide Street Rehabilitation	215-3500-710190	\$ 894,068
<b>Total RMRA</b>		<b>\$ 894,068</b>
<b>Measure M Fund</b>		
Citywide Street Rehabilitation	220-3500-710190	\$ 650,000
<b>Total Measure M</b>		<b>\$ 650,000</b>
<b>Community Development Block Grant Fund</b>		
Housing Rehabilitation Program	225-4000-710145	\$ 100,000
<b>Total Community Development Block Grant Fund</b>		<b>\$ 100,000</b>
<b>Lighting/Median Maintenance Fund</b>		
Streetlight Acquisition	225-3520-710180	\$ 500,000
LED Conversion	225-3520-710181	\$ 300,000
Tree Planting	225-3530-710210	\$ 50,000
<b>Total Lighting/Median Maintenance Fund</b>		<b>\$ 850,000</b>
<b>Housing Authority Fund</b>		
Property Acquisition	230-6400-710100	\$ 5,000,000
<b>Total Housing Authority Fund</b>		<b>\$ 5,000,000</b>
<b>Capital Project Fund</b>		
Sheriff's Roof	305-2000-710145	\$ 100,000
Community Services Center Paving	305-3500-710190	20,000
Flooring for Community Hall	305-3500-710191	75,000
<b>Total Capital Project Fund</b>		<b>\$ 195,000</b>
<b>Parks and Recreation Facilities Capital Project Fund</b>		
Playground Upgrades	300-3100-710100	\$ 240,000
Playground Upgrades	310-3100-710120	\$ 60,000
<b>Total Parks and Recreation Facilities Capital Project Fund</b>		<b>\$ 300,000</b>
<b>Sewer Maintenance Fund</b>		
Sewer Improvements	300-3700-710195	\$ 150,000
<b>Total Sewer Maintenance Fund</b>		<b>\$ 150,000</b>
<b>Total Capital Improvements</b>		<b>\$ 8,669,068</b>



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**RESOLUTION NO. 2018-24**

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

**WHEREAS**, Chapter 2.44.02 of the Stanton Municipal Code requires the establishment of a Position Classification Plan; and

**WHEREAS**, Resolution No. 87-15 adopted that Position Classification Plan as a Position Classification Manual; and

**WHEREAS**, Resolution No. 2018-09 included the most recent revisions to the Position Classification Manual; and

**WHEREAS**, there is a need to change that plan by adding or deleting job classifications, and or changing certain elements of job classifications; and

**WHEREAS**, those changes are detailed in Exhibit "A" of this Resolution.

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

1. The changes as detailed in Attachment "A" are incorporated into the Position Classification Manual.
2. The position description included as Attachment "B" to this Resolution is hereby adopted.
3. All parts of the Position Classification Manual not changed by Attachments "A" and "B" shall remain effective.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of June, 2018.

---

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

---

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2018-24 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 June 12, 2018, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA VAZQUEZ, CITY CLERK



## ATTACHMENT "A"

Pursuant to Resolution 2018-24, the following position classification and associated salary range is added or modified in the Position Classification Manual:

<u>POSITION</u>	<u>SALARY RANGE</u>
Economic Development Coordinator	26

## ATTACHMENT "B"

### CITY OF STANTON

---

Job Title: **Economic Development  
Coordinator**

Department: Community Development

Salary Range: 26

Reports to: Community & Economic  
Development Director

---

#### **SUMMARY DESCRIPTION**

The purpose of positions in this classification is to perform a wide variety of professional support in planning and implementing economic development/redevelopment and housing/Community Development Block Grant (CDBG) projects and programs; acts as a liaison for the City to a variety of private, public, and community organizations and regulatory agencies; conduct studies and develop recommendations for action, policies and procedures; provide responsible staff assistance to the Community/Economic Development Director, City Manager, various commissions, and the City Council; perform related work as required.

Incumbents are responsible for the planning and implementation of economic development/redevelopment and housing/CDBG programs, projects, and activities, including assisting with budget administration and reporting, contract administration, management analysis, and program or project evaluation. Incumbents provide a professional-level resource for organizational, managerial, and operational analyses and studies.

---

#### **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.

- Plan and implement City economic development/redevelopment and housing/CDBG programs and projects provided to the local community, including contract administration and financial administration.
- Confer with and inform members of the community (i.e., developers, nonprofits, outside agency officials, and local housing advocates) and the general public regarding City housing, and economic development projects, programs, policies, procedures, and standards, including establishing and maintaining effective working relationships.
- Serve as the City's representative and liaison on relevant topics, including responding to questions and comments from the public in a courteous and timely

manner; collaborate with involved parties to reach resolutions on identified issues; speak in public and make public presentations.

- Conduct needs assessments and determine program priorities; assist in identifying areas of economic and community development needs; analyze the effectiveness of existing programs.
- Assist in oversight and implementation of Owner Participation Agreements, Development Agreements, and loan documents.
- Coordinate, review, and evaluate work of third party contractors, including appraisers, title companies, and market analysis representatives.
- Monitor development project schedules and coordinate implementation of projects through completion.
- Assist in monitoring compliance of existing approved agreements.
- Apply for and oversee CDBG contracts with City Department and nonprofit agencies, compliance with Federal Davis Bacon Act requirements and monitor sub-recipients' performance.
- Research, compile, and analyze information; prepare specialized reports related to projects and programs; make recommendations on related issues.
- Coordinate and prepare written materials on projects and programs, including agenda reports, spreadsheets, maps, memoranda, articles, and correspondence.
- Research, analyze, and interpret fiscal, economic, business development, and housing data and trends; prepare written staff reports, financial statements and agenda items; and prepare and present reports to the City Council, commissions, committees, and boards.
- Maintain current knowledge of best practices, trends and innovations in the field of economic development services and functions.
- Assist with budget preparation, reports, correspondence and other documents relevant to the development process.
- Use a computer to perform job-related tasks.

#### Additional Tasks and Responsibilities:

- Perform other duties as assigned.

---

#### **KNOWLEDGE REQUIRED**

- Basic principles, practices, and funding sources for planning and implementing housing, economic development, and related programs and projects.
- Methods and techniques of research, analysis, and effective report preparation and presentation.
- Basic procedures for planning and implementing a variety of housing activities and programs through community participation.
- Basic principles and practices of land use planning, tax increment financing, affordable housing financing, and affordable housing program/project development.
- Organization and management practices for evaluation of programs and operational needs.

- Principles and practices of project management, program development, and administration.
- Recent developments, literature, and sources of information related to economic development and land use planning.
- Principles and practices of budget preparation and administration, program analysis, and revenue forecasting.
- Pertinent Federal, State, and local laws, codes and regulations.
- Principles of effective communication and practices used in dealing with the public.
- Modern office methods, practices, procedures, and equipment including computer hardware and software necessary for graphic presentation, mapping, and database management.
- Safe driving principles and practices.

---

## **ABILITIES/SKILLS**

- Operate modern office equipment including computer equipment and specialized software application programs.
- Provide administrative oversight and direction for assigned Community/Economic Development Department projects and activities.
- Perform responsible and difficult development services work involving the use of independent judgment and initiative in the absence of supervision.
- Confer with developers, business owners, and members of the community to establish partnerships in support of economic development projects.
- Develop, implement and administer goals, objectives, and procedures for providing effective and efficient economic development services.
- Identify and respond to community, commissions, City Manager and City Council issues, concerns and needs.
- Compile and analyze technical and statistical information.
- Evaluate and assess the impact of legislation on economic development, community development, housing, building, and redevelopment issues and activities.
- Effectively administer a variety of land use and development programs and activities.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Analyze and develop policies related to land use and community development and economic development.
- Prepare and administer budgets.
- Learn, interpret, apply, explain and ensure compliance with Federal, State, and local laws, codes, and regulations including administrative and departmental policies and procedures.
- Handle multiple concurrent projects and manage priorities and tasks.
- Respond to requests and inquiries for information regarding Department services and activities and related policies and procedures.
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Communicate clearly and concisely, both orally and in writing.

- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
- 

## **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:

- Three years of responsible professional economic development, housing, land use planning or related experience.
  - Equivalent to Bachelor's degree from an accredited college or university with major course work in urban planning, economics, public or business administration, or a related field.
- 

## **LICENSE/CERTIFICATE**

- Possession of, or ability to obtain, an appropriate, valid driver's license.
- 

## **PHYSICAL ACTIVITIES AND REQUIREMENTS**

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
  - Occasional pushing, pulling, dragging and lifting office items weighing 25 lbs.
  - Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
  - Willingness to work variable hours including weekends and/or holidays.
  - 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 effectively, orally and in writing, with developers, City officials, the public and co-workers in a clear and concise manner.
  - Ability to travel to different sites and locations.
  - May be exposed to outdoor conditions.
  - Adapt to standard office sounds generated by office equipment 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.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** June 12, 2018

**SUBJECT: WOMEN OF DISTINCTION AWARDS PROGRAM**

### **REPORT IN BRIEF:**

At the request of Council Member Warren, staff researched the possibility of implementing a Women of Distinction Awards program.

### **RECOMMENDED ACTION:**

1. City Council declare that this 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.
2. City Council receive the staff report and provide additional direction to staff.

### **BACKGROUND:**

At the Tuesday, March 23, 2018, City Council meeting, Council Member Warren requested staff research the possibility of implementing a Women of Distinction Awards Program in the City of Stanton.

### **ANALYSIS/JUSTIFICATION:**

Staff conducted research and found that a Women of Distinction Awards Program is held by a variety of organizations not only in California but throughout the country as well. Researched organizations with such awards program in place mostly consist of nonprofit organizations including Girl Scouts, colleges, universities chambers of commerce and government entities such as cities, counties, assembly districts and senate districts. The main purpose of this type of program is to honor and recognize women from different industries and professions who have demonstrated exceptional leadership through their profession endeavors, community involvement and social responsibility thereby supporting and advancing their community and respective fields. While evaluating and comparing the different organizations' Women of Distinction Awards programs, staff learned that the nomination and selection process for all is very similar. Essentially, prospective awardees are nominated and selected to be honored at an awards ceremony, reception or in the case of a local government entity, at a City Council

meeting. Selected nominees can be honored at any time of the year; however research indicated that most organizations recognize awardees in March in honor of Women's History Month.

There are a variety of award categories that are common among the different programs encountered during research and include the following categories: arts, business, community and civic affairs, education, government, health services, humanitarian and volunteer. The nomination process consists of completing a nomination form which entails selecting an award category, providing the nominee's information and a brief explanation as to why the nominee should be named a Woman of Distinction. Staff found that there were no specific requirements as to who can nominate a Woman of Distinction although nominations are most often received by citizens and members of the community of the organization seeking nominations. Furthermore, research provided that requirements for nominees were consistent among all researched programs which require that nominees must live, work or volunteer in the city or county for which they are being nominated. Submitted nominations are then reviewed by the awarding organization. Ultimately, selected nominees are then recognized at an awards ceremony/reception or, as previously mentioned, in the case of a local government entity at a City Council meeting and presented with a certificate or similar type of award.

In summary, implementing this type of awards program would provide the Stanton community the opportunity to nominate and pay special tribute to outstanding women whose distinct achievements have improved the lives of others in the City of Stanton.

**FISCAL IMPACT:**

Pending City Council's recommendation, possible costs will be minimal, covering print, office supplies and award materials.

**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:**

None.

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

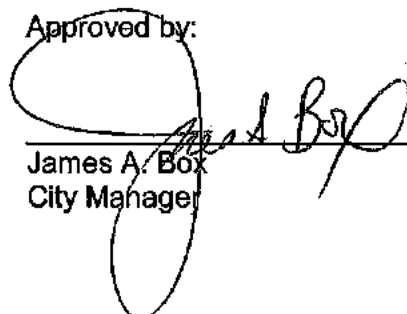
This item could be included in Strategic Plan Goal 5. Provide a High Quality of Life.

Prepared by:



Cynthia Guzman  
Human Resources Specialist

Approved by:



James A. Box  
City Manager

**Attachments:**

1. Women of Distinction Awards Program Flyer
2. Women of Distinction Awards Program Nomination Form



# *Women of Distinction Awards*



**To nominate a woman of distinction go to:**

**[www.ci.stanton.ca.us](http://www.ci.stanton.ca.us)**

**Nominations must be submitted by**

***Thursday, January 25, 2019, at 6 p.m.***

**Mail/In Person: 7800 Katella Ave. Stanton, CA 90680**

**E-mail: [cguzman@ci.stanton.ca.us](mailto:cguzman@ci.stanton.ca.us)**

***Celebrate Women's History Month by recognizing the extraordinary women in our lives! These exceptional women will be honored by Stanton City Council at 6:30 p.m. on Tuesday, March 12, 2019, at the Council meeting 7800 Katella Ave., Stanton, CA 90680***

**For additional information, call Cynthia Guzman at (714) 890-4225**



## Women of Distinction Award Program

### *Nomination Form*

**Award Categories: Please Select a Category You Feel Fits Your Nominee**

- ☐ **ARTS** – Outstanding woman who has contributed to the cultural life of the community through theatre, dance, music, art or literature.
- ☐ **BUSINESS** – Professional woman in a position as owner, CEO or high-level manager of successful industry.
- ☐ **COMMUNITY & CIVIC AFFAIRS** – A leader, supervisor, administrator, manager or member who has made an outstanding contribution to the community.
- ☐ **EDUCATION** – A woman educator, administrator or director of a public or private institution of learning who has been outstanding in the field.
- ☐ **GOVERNMENT** – Woman who has made an outstanding contribution to the community through her work with or in government.
- ☐ **HEALTH SERVICES** – Individual who has made an outstanding contribution in the health services field.
- ☐ **HUMANITARIAN** – An outstanding woman who has made a contribution to the community. This individual may or may not be affiliated with a commercial, professional or non-profit agency or group.
- ☐ **VOLUNTEER** – A woman who has made an outstanding contribution in serving the needs of others.

A completed copy of this form must be filed for every nomination made. Copies of this form may be duplicated. Forms are also available at [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us).

Nominations are due to the City of Stanton no later than **Thursday, January 25, 2019, at 6:00 p.m.**  
You may submit this form via mail, e-mail, or hand delivery.

Mail/In Person: 7800 Katella Ave.  
Stanton, CA 90680  
E-mail: [cguzman@ci.stanton.ca.us](mailto:cguzman@ci.stanton.ca.us)

For additional information, please contact Cynthia Guzman at (714) 890-4225.

*Thank you for taking the time and effort to nominate this special woman.  
We truly appreciate your participation!*

