



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, OCTOBER 23, 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, 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 / Authority Member Donahue
 - Council / Authority Member Ethans
 - Council / Authority Member Warren
 - Mayor Pro Tem / Vice Chairman Ramirez
 - Mayor / Chairman 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

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

4B. 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

4C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Pursuant to Government Code Section 54956.8)

Property: 10511 Flower Avenue, Stanton, CA (APN 079-334-25)
7922 Cerritos Avenue, Stanton, CA (APN 079-331-13)

Negotiating Parties:

Robert W. Hall, Interim Executive Director, Stanton Housing Authority
Stanton Housing Authority, Owner
Habitat for Humanity, Negotiating Party

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

4D. 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**
6. **ROLL CALL** Agency Member Donahue
Agency Member Ethans
Agency 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.

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 warrant dated September 20, 2018 and September 27, 2018 in the amount of \$1,743,772.12.
- City Council approve demand warrant dated October 4, 2018 and October 11, 2018 in the amount of \$425,548.53.

9C. SEPTEMBER 2018 INVESTMENT REPORT

The Investment Report as of September 30, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2018.

9D. SEPTEMBER 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of September 30, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2018.

9E. SEPTEMBER 2018 INVESTMENT REPORT (HOUSING AUTHORITY)

The Investment Report as of September 30, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Stanton Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2018.

9F. PROFESSIONAL SERVICES AGREEMENT WITH OVERLAND, PACIFIC & CUTLER, LLC FOR ACQUISITION AND RELOCATION SERVICES FOR THE TINA/PACIFIC NEIGHBORHOOD

Requested is the authorization to allow the City Manager to enter into a Professional Services Agreement with Overland, Pacific & Cutler, LLC to provide acquisition and relocation services for the Tina/Pacific neighborhood in an amount not to exceed \$123,300 for appraisal and acquisition related services, and \$280,200 for relocation related services.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378(b); and
2. Approve the contract for Overland, Pacific & Cutler, LLC; and
3. Authorize the City Manager to bind the City of Stanton and Overland, Pacific & Cutler, LLC in a contract to provide acquisition and relocation services for the Tina/Pacific neighborhood.

9G. ACCEPTANCE OF THE COMMUNITY CENTER FENCING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Community Center Fencing Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$64,900.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of September 1, 2018 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the Community Center Fencing Project was for \$59,000.00. Change orders approved at staff level did not exceed the 10% maximum authorized at the time of award; at 10%. The changes orders were due to two additional doorway entries requested by city staff.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c; and
2. Accept the completion of improvements for the Community Center Fencing Project, as certified by the City Engineer, and affix the date of September 1, 2018 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$64,900.00 with Quality Fence Company, Inc.; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange.

9H. LICENSE AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY FOR PROPERTY LOCATED AT CARVER ELEMENTARY SCHOOL AT 11150 SANTA ROSALIA STREET FOR THE DEVELOPMENT OF A COMMUNITY GARDEN

The City previously entered into an agreement with the Community Action Partnership of Orange County (CAPOC) for a site located at 7455 Katella Avenue for the development of a community garden. This property will be sold soon, and the garden needs to be relocated. The City identified a new location for the garden on property owned by the Garden Grove Unified School District (District) and leased by the City. A license agreement between the City and CAPOC is needed for CAPOC to operate the garden.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt per the California Environmental Quality Act (CEQA) under Sections 15305 (Minor Alterations to Land) and 15268 (Ministerial Projects); and
2. Approve the license agreement with CAPOC for the purposes of improving for the purposes of developing a community garden on the land located at 11150 Santa Rosalia Street, Stanton, CA 90680.

9I. APPROVAL OF COOPERATIVE AGREEMENT NO. C-8-1798 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE KATELLA AVENUE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

On November 14, 2017, the City Council authorized the City to be included in a proposed project to synchronize the traffic signals on Katella Avenue. The proposal was recently selected by the Orange County Transportation Authority (OCTA) for funding. In order to proceed with the project, the City needs to sign an agreement with OCTA, which includes a matching contribution from the City in the amount of \$11,400.

RECOMMENDED ACTION:

1. City Council declare 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. Approve OCTA Cooperative Agreement No. C-8-1798 to participate in the Katella Avenue Regional Traffic Signal Synchronization Project.

9J. APPROVE AND ADOPT AN ANNUAL EXPENDITURE REPORT TO ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO ACCOUNT FOR M2 FUNDS, DEVELOPER/TRAFFIC IMPACT FEES, AND FUNDS EXPENDED BY THE CITY TO SATISFY MAINTENANCE OF EFFORT REQUIREMENTS

The Measure M2 ordinance requires local agencies to adopt and submit an expenditure report to the Orange County Transportation Authority each year. The expenditure report has been prepared and is being presented to Council for adoption and submission to the OCTA.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopt Resolution No. 2018-43 approving the 2017-18 Measure M2 expenditure report and direct staff to submit the report to the OCTA, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF STANTON".

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS **None.**

12. NEW BUSINESS

12A. SIX-MONTH REVIEW OF TRAFFIC CALMING MEASURES ON LOLA AVENUE BETWEEN DALE AVENUE AND MAGNOLIA AVENUE

Traffic calming measures (measures) were installed on Lola Avenue between Dale Avenue and Magnolia Avenue in January of 2018. After six months new speed surveys were conducted to evaluate the effectiveness of the measures. These results are being presented to the Council to determine if the measures should be left in place, removed, or if additional measures should be explored.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) - consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and
2. Review the staff report and Traffic Calming Analysis Report and direct staff regarding traffic calming measures on Lola Avenue.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS **None.**

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

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

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

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

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

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

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

Currently Scheduled:

- None

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 18th day of October, 2018.

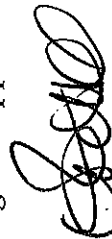
s/ Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

September 20, 2018	\$667,106.65
September 27, 2018	\$1,076,665.47

\$1,743,772.12

Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.



Interim City Manager

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



Assistant City Manager

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

October 4, 2018	\$340,147.69
October 11, 2018	\$85,400.84

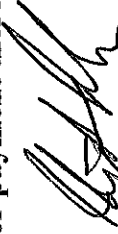
\$425,548.53

Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.



Interim City Manager

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



Assistant City Manager

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: October 23, 2018

SUBJECT: SEPTEMBER 2018 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of September 30, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2018.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of September 2018. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

ANALYSIS:

The City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of September 2018 was 2.06%. All City investments have safekeeping with Bank of the West. The City's investments are shown on Attachment B and have a weighted investment yield of 2.19%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 2.15%, which exceeds the benchmark LAIF return of 2.06%.

The weighted average maturity of the City's investments on September 2018 is 939 days. Including LAIF and a money market account, it is 809 days. LAIF's average maturity on September 30, 2018 was approximately 193 days.

The City has exceeded the LAIF benchmark return by increasing the weighted average maturity. With a weighted average maturity of 2.57 years, the City is well within the investment policy restriction of 3.5 years.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2018-19 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

The City Treasurer controls a \$27.5 million portfolio with \$23.1 million in investments with safekeeping with Bank of the West.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant City Manager/Treasurer

Approved:



Robert W. Hall
Interim City Manager

Attachments:

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

CITY OF STANTON, CA
INVESTMENTS AND DEPOSITS
September 30, 2018

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion ¹	State of California	On Demand	2.06%	\$ 7,559,805	\$ 4,213,658	15.30%	\$ 4,213,659	LAIF
Investments ²	Various	Various	Various	\$ 23,663,229	23,148,009	84.03%	23,136,484	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$186,364	186,364	0.68%	186,364	Bank of the West
Subtotal - Investments					\$ 27,548,031	100.00%	\$ 27,536,507	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ 2,172,161		\$ 2,172,161	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	85,094		85,094	Bank of the West
Subtotal - Deposits					\$ 2,257,255		\$ 2,257,255	

Total Cash Investments and Deposits ³

809	2.15%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 29,805,286

\$ 29,793,762

¹ Par Value amount represents entire LAIF and CAMP balances, including City, Successor Agency and Housing Authority portions

² Cost amount includes \$58,005 adjustment made to City's books at 6/30/17 to adjust portfolio to market value, per GASB 31

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

NOTES:

The City's portfolio is in compliance with the City's 2018-19 Investment Policy.

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

**CITY OF STANTON
INVESTMENTS
SEPTEMBER 2018**

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
U.S. Government Agency Securities:										
Chandler Asset Management	FNMA	3135G0E58	1.20%	1.13%	9/30/2015	10/19/2018	NC	195,000	195,014	194,897
Chandler Asset Management	FNMA	3135G0G72	1.17%	1.13%	10/30/2015	12/14/2018	NC	195,000	194,709	194,559
Chandler Asset Management	FHLB	3130A0JR2	1.65%	2.38%	11/23/15	12/13/15	NC	200,000	199,200	199,200
Chandler Asset Management	FNMA	3135G0D75	1.27%	1.50%	2/24/2016	6/22/2020	NC	200,000	201,962	195,730
Chandler Asset Management	FNMA	3135G0F73	1.49%	1.50%	1/20/2016	11/30/2020	NC	190,000	190,035	184,661
Chandler Asset Management	FNMA	3130A3UC5	1.49%	1.88%	102.18	12/11/2020	NC	185,000	180,349	180,860
Chandler Asset Management	FNMA	3135G0H55	1.50%	1.88%	102.11	12/28/2020	NC	190,000	193,386	185,957
Chandler Asset Management	FHLB	3130A7CV5	1.46%	1.38%	99.77	02/18/21	NC	210,000	209,166	202,808
Chandler Asset Management	FNMA	3135G0J20	1.31%	1.38%	100.01	2/26/2021	NC	200,000	200,630	193,080
Chandler Asset Management	FHLB	313382K69	1.53%	1.75%	101.72	03/23/16	NC	190,000	192,005	185,001
Chandler Asset Management	FHLB	3130A7PV1	1.33%	1.38%	99.80	04/05/21	NC	200,000	200,432	192,722
Chandler Asset Management	FNMA	3135G0K69	1.23%	1.25%	99.75	5/6/2021	NC	200,000	200,168	191,874
Chandler Asset Management	FHLB	3130A8QS5	1.28%	1.13%	99.05	07/14/21	NC	190,000	188,596	181,175
Chandler Asset Management	FHLB	3137EAC8	1.24%	1.13%	98.96	08/12/21	NC	200,000	196,898	190,330
Chandler Asset Management	FHLB	3130AABG2	1.97%	1.88%	99.38	11/29/21	NC	100,000	98,536	96,873
Chandler Asset Management	FNMA	3135G0T45	1.89%	1.88%	99.78	4/5/2022	NC	200,000	199,830	192,934
Chandler Asset Management	FHLB	3130AC2X1	2.00%	2.00%	100.00	8/23/2017	11/23/2018	500,000	500,000	490,830
Multi-Bank Securities, Inc.	FHLB	3130AC7K4	1.75%	2.00%	100.00	9/15/2022	12/15/2018	500,000	500,000	490,015
Multi-Bank Securities, Inc.	FHLB	3130ADKP6	2.10%	2.10%	100.00	2/28/2023	2/28/2019	500,000	500,000	498,700
First Empire Securities	FHLB	3130ADLH3	3.00%	3.00%	100.00	2/28/2023	2/28/2023	500,000	500,000	500,325
								5,045,000	5,058,412	4,942,520
Municipal Bonds										
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.23%	2.81%	11/14/2017	7/1/2019	NC	89,040	89,604	89,045
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.43%	2.81%	11/22/2017	7/1/2019	NC	537,600	539,750	537,632
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZF7	2.04%	2.30%	7/24/2017	8/1/2020	NC	250,000	251,875	245,720
First Empire Securities	Coachella Valley CA Unif School District	189848KY7	2.25%	2.89%	11/17/2017	8/1/2020	NC	440,000	447,260	434,568
Cantella & Co., Inc	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	9/28/2017	9/1/2020	NC	250,000	249,150	243,730
Multi-Bank Securities, Inc.	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	9/28/2017	9/1/2020	NC	250,000	249,150	243,730
Multi-Bank Securities, Inc.	Pomona CA PFA Lease Bond	73208MCX4	2.25%	2.42%	6/23/2017	4/1/2021	NC	500,000	503,000	487,745
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.32%	2.51%	7/24/2017	8/1/2021	NC	350,000	352,625	341,394
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.22%	2.51%	8/18/2017	8/1/2021	NC	265,000	257,777	248,730
Multi-Bank Securities, Inc.	Guadalupe Community Redevelopment	400569AD2	2.55%	2.25%	1/8/2018	8/1/2021	NC	225,000	222,750	218,129
Multi-Bank Securities, Inc.	Oceanside CA Pension Obligation Bond Taxable	675371AX6	2.03%	3.25%	8/15/2017	8/15/2021	NC	280,000	283,013	279,986
Cantella & Co., Inc	LA County CA RDA TAB Taxable West Covina	64465AHP0	2.08%	2.50%	6/26/2017	9/1/2021	NC	400,000	406,684	392,024
Cantella & Co., Inc	Yorba Linda RDA SA TAB Taxable Series B	986176AQ8	2.00%	2.00%	6/26/2017	9/1/2021	NC	380,000	360,000	347,270
First Empire Securities	Riverside CA Pension Obligation Bond	769036B89	2.25%	2.50%	6/20/2017	6/1/2022	NC	500,000	505,800	484,255
First Empire Securities	Riverside CA Pension Obligation Bond	769036B89	2.40%	2.50%	7/24/2017	6/1/2022	NC	240,000	241,080	232,442
								4,926,840	4,969,518	4,826,420
Negotiable Certificates of Deposit:										
Multi-Bank Securities, Inc.	Generations Community Fed Credit	37148LAB4	1.65%	1.65%	6/28/2017	6/28/2019	NC	249,000	249,000	247,777
Multi-Bank Securities, Inc.	Direct Federal Credit Union	25460FAQ9	1.75%	1.75%	05/24/17	2/24/2020	NC	249,000	249,000	245,823
First Empire Securities	Ally Bank	02006LY72	1.75%	1.75%	3/16/17	3/16/2020	NC	248,000	248,000	244,635
Multi-Bank Securities, Inc.	Live Oak Banking Company	538036CN2	2.00%	2.00%	04/07/17	4/7/2020	NC	249,000	245,579	245,579
Cantella & Co., Inc	Community Trust Bank Inc..	20416LAC3	1.85%	1.85%	08/10/17	8/18/2020	NC	247,000	247,000	242,411
Multi-Bank Securities, Inc.	The Park National Bank	700654AY2	1.95%	1.85%	03/30/17	9/30/2020	NC	249,000	249,000	244,364
First Empire Securities	First Bank Richmond	319267GC8	1.80%	1.80%	06/23/17	11/30/2020	NC	247,000	247,000	241,168
Multi-Bank Securities, Inc.	Numerica Credit Union	67054NAF0	2.00%	2.00%	05/30/17	3/10/2021	NC	248,000	248,000	241,966
First Empire Securities	BMW Bank	05680AGQ1	1.95%	1.95%	03/10/17	3/10/2021	NC	249,000	249,000	243,751
First Empire Securities	Wells Fargo Bank, NA	949763FQ4	2.10%	2.10%	03/15/17	3/29/2021	NC	248,000	248,000	242,666
First Empire Securities	Landmark Bank	51506VCA9	2.10%	2.10%	3/29/17	3/29/2021	12/29/2018	249,000	249,000	242,964
First Empire Securities	Medallion Bank	584036BF8	1.80%	1.80%	04/06/17	4/6/2021	NC	249,000	249,000	242,157
Cantella & Co., Inc	Comerity Capital Bank	20033AU0K	2.00%	2.00%	6/30/2017	6/30/2021	NC	249,000	249,000	240,830
First Empire Securities	Discover Bank	2546725D6	2.10%	2.10%	7/6/2017	7/6/2021	NC	247,000	247,000	240,119
First Empire Securities	Barclays Bank	06740KKC0	2.00%	2.00%	7/12/2017	7/12/2021	NC	249,000	249,000	241,615
Cantella & Co., Inc	Abacus Federal Savings Bank	002577AY2	1.95%	1.95%	7/21/2017	7/21/2021	NC	249,000	249,000	241,281
First Empire Securities	MB Financial Bank	55266CVW3	1.90%	1.90%	7/21/2017	7/21/2021	NC	249,000	249,000	240,988
First Empire Securities	HSBC Bank USA, NA	40434YMK0	2.15%	2.15%	7/26/2017	7/26/2021	1/26/2019	247,000	247,000	240,988
First Empire Securities	Third Federal Savings and Loan	88413QB7	2.00%	2.00%	7/28/2017	7/28/2021	NC	248,000	248,000	240,934

CITY OF STANTON
INVESTMENTS
SEPTEMBER 2018

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Date of Maturity	Date (NC=noncallable)	Par Value	Purchase Amount	Market Value	
Multi-Bank Securities, Inc. Multi-Bank Securities, Inc. Cantella & Co., Inc First Empire Securities Cantella & Co., Inc First Empire Securities First Empire Securities Cantella & Co., Inc Cantella & Co., Inc Multi-Bank Securities, Inc. Cantella & Co., Inc First Empire Securities First Empire Securities First Empire Securities	State Bank of India Capital One Bank USA JP Morgan Chase Bank NA BMO Harris, NA Synchrony Bank American Eagle Bank First Bank of Highland Park Goldman Sachs Bank USA Capital One NA Sallie Mae Bank American Express Centurion Bank Fidelity Co-Operative Bank American Express Bank, FSB First Technology Federal Credit Union	8652846V1 140420252 48126XD93 05581WNK7 8716SEL96 02554BCN9 319141GL5 38148PKX4 14042RGN5 795450B61 Q2587DV47 316077CV6 02587CFU9 33715LCJ7	2.35% 2.35% 2.35% 2.00% 2.00% 2.10% 2.10% 2.35% 2.35% 2.30% 2.35% 1.90% 2.40% 3.35%	2.35% 2.35% 2.35% Variable 2.40% 2.10% 2.10% 2.35% 2.30% 2.30% 2.35% 1.70% 2.40% 3.35%	100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 99.60 100.00 100.00	03/14/17 03/15/17 03/16/17 03/29/17 05/19/17 06/09/17 6/21/2017 6/21/2017 7/19/2017 7/27/2017 8/3/2017 8/4/2017 8/22/2017 9/2/2018	3/14/2022 3/15/2022 3/16/2022 3/29/2022 5/19/2022 5/23/2022 6/21/2022 6/21/2022 7/19/2022 8/2/2022 8/3/2022 8/9/2022 8/29/2022 9/27/2023	NC NC 9/16/2018 9/29/2018 NC NC NC NC NC NC 8/9/2021 NC NC	248,000 248,000 249,000 248,000 247,000 150,000 247,000 247,000 247,000 248,000 249,000 248,004 247,000 240,000	241,804 241,597 242,536 242,871 240,551 144,497 237,720 239,877 239,210 240,062 237,431 240,773 237,631 240,070		
										8,079,000	8,078,004	7,881,553
Medium-Term Corporate Notes:												
Chandler Asset Management Cantella & Co., Inc Cantella & Co., Inc Chandler Asset Management Cantella & Co., Inc Multi-Bank Securities, Inc. Chandler Asset Management Chandler Asset Management Chandler Asset Management Chandler Asset Management Chandler Asset Management Chandler Asset Management Chandler Asset Management Chandler Asset Management Multi-Bank Securities, Inc. Cantella & Co., Inc First Empire Securities First Empire Securities First Empire Securities	Oracle Corp Toronto-Dominion Bank Barclay's Bank PLC American Honda Finance Credit Agricole Credit Agricole Visa Inc Exxon Mobil Corp Berkshire Hathaway State St Corp Microsoft Corp Paccar Financial Corp John Deere Capital Corp US Bancorp Apple Inc Capital Impact Partners General Electric Co. Toyota Motor Credit Corp Barclay's Bank PLC Wells Fargo Bank	68389AX3 89114QBU1 06744GFU0 02665WAZ4 22533AA31 92826CAB8 30231GAV4 084670BQ0 857477AV5 594918BP8 68371RN44 24422ZTL3 91159HFP8 037833AY6 14020A2A1 3692G6S8 89236TEL5 06744CRP8 94988J5R4	1.28% 2.00% 2.00% 2.05% 3.00% 3.00% 2.18% 1.54% 1.99% 1.58% 1.88% 2.65% 2.65% 2.10% 2.50% 3.11% 2.78% 3.00% 3.61%	2.25% 1.90% 2.00% 2.45% 3.00% 3.00% 2.22% 2.20% 1.95% 1.65% 1.55% 2.65% 2.63% 2.15% 2.50% 3.10% 2.70% 3.00% 3.55%	103.16 99.82 100.00 101.22 100.00 102.56 101.77 102.76 99.49 99.87 99.59 100.26 100.37 100.20 100.00 99.95 98.63 100.00 98.74	08/11/16 12/15/17 08/11/17 04/20/17 09/28/18 09/01/16 02/29/16 08/16/16 05/23/16 08/08/16 08/11/16 01/03/17 01/19/17 10/23/17 10/23/17 01/25/18 01/25/18 01/26/18 09/21/18	10/08/19 10/24/19 08/25/20 09/24/20 09/28/20 12/14/20 3/01/21 03/15/21 05/19/21 08/08/21 12/4/21 01/06/22 01/24/22 02/09/22 10/15/22 01/09/23 02/09/22 01/26/23 08/14/23	NC NC 8/25/2019 NC 12/28/2018 12/28/18 NC 2/1/2021 2/15/2021 7/8/2021 NC NC NC NC NC NC NC NC 1/26/2020 NC	125,000 250,000 500,000 126,651 400,000 500,000 154,404 126,465 102,898 125,000 85,000 125,000 130,000 125,657 500,000 500,000 250,000 250,000 500,000	124,375 247,440 484,780 123,549 396,884 496,105 147,405 122,516 98,064 120,939 81,586 119,158 124,810 129,954 125,657 483,410 484,865 244,830 242,755 234,950 497,565		
Mortgage-Backed Securities:												
First Empire Securities	FNMA DUS Balloon	3138LF4Y1	2.03%	1.62%	98.40	8/18/2017	11/1/2021		482,136	474,422	459,731	
										482,136	474,422	459,731
Asset-Backed Securities:												
Chandler Asset Management Chandler Asset Management	John Deere Owner Trust Nissan Auto Receivables	47787XAB3 654747AB0	1.51% 1.48%	1.50% 1.47%	99.98 100.00	02/22/17 03/21/17	10/15/19 01/15/20	NC NC	5,471 9,981	5,471 9,981	5,468 9,968	
										15,453	15,453	15,436
Subtotal Investments			2.19% Weighted Average Yield				939 days WAM		23,663,229	23,723,295 (575,285)	23,136,484	
										23,663,229	23,148,009	23,136,484
State Treasurer's Pool Money Market Acct	Local Agency Investment Fund (LAIF) Bank of the West		2.05% 0.29%				10/1/2018		7,559,805 186,364	4,213,658 186,364	4,213,659 186,364	
Total Investments			2.15% Weighted Average Yield				809 days WAM		31,409,398	27,548,031	27,536,507	
Total Money Market, LAIF and Investments												

CITY OF STANTON
CASH AND INVESTMENT BALANCES BY FUND TYPE
September 30, 2018

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ (8,993,271)	
Other Accounts *	23,419,467	\$ 14,426,197
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	301,226	
Measure M	755,186	
Fire Emergency Services	(146,405)	
Lighting & Median Maint.	1,724,961	
Sewer Maintenance	3,702,617	
Other	2,659,360	9,291,864
Internal Service Funds		1,302,108
Trust Funds		4,785,118
Total Cash and Investment Balances		\$ 29,805,286

* Money Market, Imprest Accounts, Petty Cash and Investments

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: October 23, 2018

SUBJECT: SEPTEMBER 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of September 30, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2018.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of September 2018. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Agency's investment in the State Treasurer's Local Agency Investment Fund (LAIF) and California Asset Management Plan (CAMP) continues to be available on demand. The effective yield on LAIF for the month of September 2018 was 2.06%, while the effective yield on CAMP was 2.14%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.12%, which is below the benchmark LAIF return of 2.06%, as the portfolio is almost completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at September 30, 2018 is 1 day. LAIF's average maturity at September 30, 2018 is approximately 193 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2018-19 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved:



Stephen M. Parker, CPA
Assistant City Manager/Treasurer



Robert W. Hall
Interim City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
September 30, 2018**

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - SA portion	Local Agency Investment Fund (LAIF)	State of California		On Demand	2.06%	\$ 2,788,935	\$ 2,788,935	\$ 2,786,264	LAIF
California Asset Management Plan	PFM Asset Management	PFM		On Demand	2.14%	\$ 3,032,131	\$ 3,032,131	\$ 3,032,131	PFM
Imprest Account - SA portion	Bank of the West	Bank of the West		On Demand	N/A	1,437,710	1,437,710	1,437,710	Bank of the West
Clawback - Demand Deposits/Money Market Account	Bank of the West	Bank of the West		On Demand	N/A	3,311,064	3,311,064	3,311,064	Bank of the West

Total Cash Investments and Deposits

\$ 10,569,840 \$ 10,567,168

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2010 Tax Allocation Bonds (Tax-Exempt)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$9.95	\$9.95	\$9.95	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$7,700.93	\$7,700.93	\$7,700.93	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$18.47	\$18.47	\$18.47	US Bank
Reserve Account:									
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	2.06%	\$1,140,409.72	\$1,140,409.72	\$1,140,409.72	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$1,148,139 \$1,148,139

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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2016 Series A and B									
Debt Service Fund									
Cash Equivalents	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$825,596.42	\$825,596.42	\$825,596.42	US Bank
Principle Account					0.83				
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$485,346.71	\$485,346.71	\$485,346.71	US Bank
Interest Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$2.60	\$2.60	\$2.60	US Bank

Total 2016 Series A and B \$ 1,310,946 \$1,310,945.73

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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2016 Series C and D									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$13.99	\$13.99	\$13.99	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	\$37.25	\$37.25	\$37.25	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMMF05B2	On Demand	0.02%	14.14	\$14.14	\$14.14	US Bank

Total 2016 Series C and D \$ 65 \$65.38

Total Bond Fund Investments and Deposits (3)

\$2,459,150	\$2,459,150
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Notes:

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

SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**POOLED CASH BALANCES BY FUND TYPE****September 30, 2018**

Fund	Cash Balance
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	7,527,681
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(268,905)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	-
741 Cash DDR Clawback	3,311,064

TOTAL CASH BALANCE**\$ 10,569,840**

CITY OF STANTON

REPORT TO THE STANTON HOUSING AUTHORITY

TO: Honorable Chair and Members of the Housing Authority

DATE: October 23, 2018

SUBJECT: SEPTEMBER 2018 INVESTMENT REPORT (HOUSING AUTHORITY)

REPORT IN BRIEF:

The Investment Report as of September 30, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Stanton Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2018.

BACKGROUND:

The attached reports summarize the Stanton Housing Authority investments and deposit balances as of September 2018. A summary of the Housing Authority's investments and deposits is included as Attachment A. The Housing Authority's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Housing Authority's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of September 2018 was 2.06%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 2.03%, as almost the entire portfolio is invested in LAIF.

With investments almost completely in LAIF, the portfolio is completely liquid, and the weighted average maturity of the Housing Authority's investments at September 30, 2018 is 1 day. LAIF's average maturity at September 30, 2018 is approximately 193

days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2018-19 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

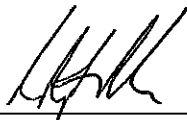
PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant City Manager/Treasurer

Approved:



Robert W. Hall
Interim City Manager

Attachments:

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

**STANTON HOUSING AUTHORITY
INVESTMENTS AND DEPOSITS
September 30, 2018**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - HA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	2.06%	\$ 557,212	\$ 557,212	\$ 557,364	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	\$ 287,245	287,245	287,245	Bank of the West
State Treasurer's Pool - Housing Authority Account	Local Agency Investment Fund (LAIF)	State of California	On Demand	2.06%	\$ 17,376,719	\$ 17,376,719	\$ 17,360,073	LAIF
Total Cash Investments and Deposits								
						\$ 18,221,176	\$ 18,204,683	

Notes:

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

STANTON HOUSING AUTHORITY

POOLED CASH BALANCES BY FUND TYPE

September 30, 2018

Fund	Cash Balance
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285 Housing Authority Fund	18,221,176
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TOTAL CASH BALANCE

\$ 18,221,176

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: October 23, 2018

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH OVERLAND, PACIFIC & CUTLER, LLC FOR ACQUISITION AND RELOCATION SERVICES FOR THE TINA/PACIFIC NEIGHBORHOOD

REPORT IN BRIEF:

Requested is the authorization to allow the City Manager to enter into a Professional Services Agreement with Overland, Pacific & Cutler, LLC to provide acquisition and relocation services for the Tina/Pacific neighborhood in an amount not to exceed \$123,300 for appraisal and acquisition related services, and \$280,200 for relocation related services.

RECOMMENDED ACTION:

1. Declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378(b); and
2. Approve the contract for Overland, Pacific & Cutler, LLC; and
3. Authorize the City Manager to bind the City of Stanton and Overland, Pacific & Cutler, LLC in a contract to provide acquisition and relocation services for the Tina/Pacific neighborhood.

BACKGROUND:

In 2009 the City Council authorized the initiation of the acquisition of properties within the Tina Pacific Neighborhood in preparation of a future project. From 2009 to 2012, the Stanton Redevelopment Agency purchased 25 of the 40 parcels in the neighborhood utilizing a mixture of low mod housing funds, and bond monies. In 2011, ABx1 26 was passed and upheld by the California Supreme Court to dissolve all redevelopment agencies in the state. This placed the redevelopment of the site on hold until such time as alternative funding sources could be identified. With the recent sale of a Stanton Housing Authority property, the additional funding for a project has been obtained and the City can reengage in the neighborhood, including entering into contracts for consultant and professional services.

ANALYSIS/JUSTIFICATION:

Overland, Pacific & Cutler, LLC ("OPC") is a real estate services company specializing in acquisition and relocation services. The company was founded in 1980 and has over 38 years experience, completing projects all over the country. OPC has completed acquisition and relocation services for transportation, housing and development, energy and utility, and public sector projects. In addition, OPC has previously assisted the City of Stanton with emergency relocation services for tenants in the Tina/Pacific neighborhood.

For the services to be provided, OPC would be assisting the Housing Authority in purchasing the remaining parcels within the Tina/Pacific neighborhood, developing a relocation plan, and relocating all of the tenants. Specifically, the Housing Authority intends to acquire 15 occupied properties, each currently improved with a four-plex structure. All 60 households would need to be permanently relocated. In addition to the 15 properties to be acquired, the Housing Authority currently owns 25 properties, 13 of which are still improved with a four-plex structure, and a total of 31 units are occupied. These 31 households would also need to be permanently relocated. In total, there will be 91 households that would need to be relocated as part of the Tina/Pacific development project.

For the scope of work, the project can generally be separated in two components, acquisition and relocation. For the Acquisition component, the following is a general summary of tasks that would be completed by the consultant:

1. Appraisal Services for 15 properties –
 - a. Obtain full summary report appraisals for all of the remaining 15 properties to be purchased by the Housing Authority.
2. Full-take Acquisition Services for 15 properties –
 - a. Preparation of all offer letters and summary statements in accordance with State regulations.
 - b. Present written offers to owners or their representatives in person when possible and secure receipt of deliver.
 - c. Negotiations with each property owner; prepare and submit recommended settlement justifications to the Housing Authority for review and approval.
 - d. Assemble all acquisition contracts, deeds and related acquisition documents.
 - e. Secure "rent to hold vacant" agreements from owners who have space for rent to save relocation costs and minimize claims for pre-condemnation damages.

For the Relocation component, the following is a general summary of tasks that would be completed by the consultant:

1. Relocation Plan –
 - a. Interview all potentially affected occupants to determine relocation needs.
 - b. Research the marketplace for available replacement units and establish rent/housing schedules for compiling project costs.

- c. Prepare a detailed description of the relocation advisory services program, procedures for locating and referring eligible persons to comparable housing, a plan for any last resort housing which may be required, the relocation payments to be made, a cost estimate for carrying out the plan, and identification of the source of the necessary funds.
- d. Prepare all the legal public notification requirements for the plan, and circulate for the required 30-day period.
- e. Incorporate any comments received and associated responses in the final Relocation Plan to be approved by the City Council.

2. Relocation Services for 91 households –

- a. Interview all potentially affected occupants to determine relocation needs.
- b. Inform displaced persons of available relocation services and benefits and explain the relocation process.
- c. Provide displaced with on-going advisory assistance.
- d. Prepare and distribute Notice of Eligibility, Vacate Notice, and other notices as may be required.
- e. Request and collect written documentation of occupancy of the units, gross household income, legal presence status, utility costs and identification of the occupants.
- f. Provide written referrals to replacement housing and assist tenants in locating replacement housing.
- g. Inspect replacement housing to determine if it meets “decent, safe and sanitary” requirements.
- h. Prepare all applicable benefit claims forms.
- i. Monitor the move to replacement sites.
- j. Deliver benefit checks and other appropriate payments to claimants.
- k. Maintain necessary case documentation in compliance with applicable requirements.

In addition to the services summarized in the scope of work, OPC would be providing staff with advisory services and project management services throughout the acquisition and relocation process.

FISCAL IMPACT:

The full amount of the contract would be paid from the Housing Authority (Account no. 285-4100-608105) between fiscal years 2018-19 through 2023-24.

ENVIRONMENTAL IMPACT:

Authority staff has determined that the approval of the proposed consultant services and approval of the Agreement is exempt from environmental review pursuant to the California Environmental Quality Act of 1970 (CEQA), as amended, and the Guidelines promulgated thereunder. Specifically, the Authority’s approval of the Agreement would not constitute approval by the Authority or City of any development of the Properties or of other activity on the Properties that would have a direct or reasonably foreseeable indirect environmental

impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Developer's future use or development of the properties which may be acquired by action of the consultant under this Agreement is expressly conditioned on CEQA compliance. City shall conduct environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Properties. (Pub. Resources Code, § 21002.)


PUBLIC NOTIFICATION:

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

STRATEGIC PLAN:

2.4 – Complete Housing Authority Property Disposition for Tina/Pacific

Prepared By:



Kelly Hart
Community & Economic
Development Director

Approved by:



Robert W. Hall
Interim City Manager

Attachment:

A. Overland, Pacific & Cutler, LLC Contract

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of October 23, 2018, between the **City of Stanton Housing Authority**, a California Municipal Corporation ("City") and **Overland, Pacific & Cutler, LLC**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on **October 23, 2018** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 31, 2024** unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

City's Director of Community Development 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 **four hundred three thousand and five hundred dollars (\$403,500)** 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 ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

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

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

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement

immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

8. **OWNERSHIP OF DOCUMENTS**

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

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

9. **INDEMNIFICATION**

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

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

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

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

10. **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 B 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 Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	Overland, Pacific & Cutler 1 Jenner, Suite 200 Irvine, CA 92618 Attn: Michele Folk
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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.

**SIGNATURE PAGE FOR OVERLAND, PACIFIC & CUTLER
CONSULTANT CONTRACT**

CITY OF STANTON

CONSULTANT

By: _____
Bob Hall
Interim City Manager

By: _____
Michele Folk
Vice President, Housing

Attest:

Patricia A. Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Proposal for Right of Way Services – Tina/Pacific Project
(Dated September 19, 2018)



September 19, 2018

Ms. Kelly Hart, Community Development Director
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Sent Via Email: khart@ci.stanton.ca.us

RE: Revised Proposal for Right of Way Services - Tina/Pacific Project

Dear Ms. Hart:

On behalf of OPC, I would like to thank you for giving us the opportunity to submit this proposal to provide the City of Stanton ("Client") with right of way acquisition, relocation, and associated services for the proposed Tina/Pacific Project in Stanton, CA. It is our understanding the City has acquired, and is interested in acquiring, a group of 40 properties to be assembled for a 161-unit affordable housing development in partnership with Related Companies ("Developer"). At this time, the Client has requested assistance with appraising and acquiring the needed properties, permanently relocating all site occupants, and providing interim property management services.

Project Understanding

The City intends to acquire 15 occupied properties, each currently improved with a four-plex structure. All 60 tenant households will need to be permanently relocated. In addition to the 15 properties to be acquired, the City currently owns an additional 13 properties, with an additional 31 tenant-occupied units. These 31 households will also need to be permanently relocated.

The City anticipates initiating preparation of appraisals in November 2018 for the 15 properties to be acquired. Relocations would occur in two phases - Phase I (47 units) to be relocated immediately post-acquisition, and Phase II (44 units) to occur once TCAC financing for Phase II has been approved. OPC would provide property management until all tenants have been relocated.

The Project funding will include bond proceeds, Low-Mod funds and tax credit equity, therefore, services and benefits provided will be based on California Government Code 7260 and the California Code of Regulations 6000 et seq., as applicable.

Our Scope of Work and Fees to perform the services are included on the following pages. We appreciate the opportunity to submit this proposal to provide the requested services. We look forward to working with you. If you have any questions or require additional information, please do not hesitate to contact me at 949.268.5710 or mfolk@opcservices.com. The City can initiate the contract by signing and returning the box below.

Respectfully submitted,

Michele Folk, SR/WA, R/W-RAC, R/W-URAC, R/W-NAC
Vice President, Housing
OPC

Accepted, Authorization to Proceed:

Name: _____

Date: _____

Scope of Work

It is our understanding that legal descriptions, plat maps and title reports will be provided by the City, and the City will provide escrow, title clearance and eminent domain support. Thus, the overall scope of OPC's right of way service includes:

Component 1:

- R/W project planning and management
- Appraisal services
- Full-take acquisitions services

Component 2:

- Project planning and management services
- Preparation of a Relocation plan
- Relocation implementation services

R/W Project Management

1. Preparation of a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.
2. Initial project planning, including policy and budget analysis and participation in informational meetings with the public and official representatives.
3. Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.
4. Assisting with the development of administrative policies, procedures and forms necessary to carry out the initial program.
5. Ongoing general consultation and project coordination with the client, social service agencies, governmental entities and project team members.
6. Representation of the client at public meetings and hearings.
7. Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
8. Preparation and presentation of a bi-weekly status report (or more often if requested) based on the agreed-upon guidelines on information to be provided. Confer with client verbally on general status, problem areas and progress.
9. QA/QC of all staff and work product associated with the Project.

Appraisal - Full Acquisition

1. A pre-appraisal meeting with the client takes place to outline the scope of work needed and glean any additional information that may be needed. This meeting may be undertaken in person or by telephone depending on the nature of the project and the detail involved in the scope of work.
2. A notice of intent to appraise letter (NDA) is sent, inviting the owner to accompany the appraiser on the real property inspection, per California Eminent Domain Law.
3. Property inspections are undertaken, as well as inspections of the neighborhoods in which the properties are located. During the inspection, an inventory of the property attributes is collected based on visual observation. The inspection will take into account issues such as availability of utilities, topography, drainage, external site influences i.e. traffic patterns and surrounding uses, access, frontage, visibility, and quantity, quality and condition of improvements.
4. Identification/analysis of market conditions relevant to the subject property type under appraisal.
5. An investigation of public records for the property's zoning, entitlement status, general plan and flood hazard area classification, as well as investigation of the property tax assessor's records for attributes of the property and project details and mapping, if applicable. The appraisal staff will also research the reasonable probability of a zone change.
6. Consideration of the highest and best use, both as if vacant and as improved (if applicable).

7. Application of all relevant valuation methodologies.
 - For most appraisals, the Comparable Sales Approach is applicable. This will begin with a search for, inspection, and confirmation of comparable sales, listings and contracts of sale. Each sale is inspected and research undertaken with one of the principals to the transaction to glean the pertinent information to the transaction. Analysis is then undertaken of the various aspects of comparability which include sale considerations (property rights, financing, conditions of sale, etc.) and physical characteristics (location, size, age, quality and condition, zoning, etc.) to determine how each sale property compares to the subject.
 - For appraisals necessitating use of the Income Approach, the appraiser will collect and analyze comparable rental data, vacancy information, operating expense data and capitalization rates. When provided, the subject's income and operating expense history is analyzed and considered.
 - For those instances where the Cost Approach is applicable, the appraiser will collect and analyze comparable land sales data, published and private sources of cost information relative to replacement cost and conclude an estimate of accrued depreciation applicable based on market information and published sources.
8. Reconciliation of the applicable approaches used into a single fair market value opinion.
9. Preparation of a written report to comply with USPAP, and the Code of Ethics of the Appraisal Institute.

Based on information provided by the City, a total of 15 four-plexes are proposed for acquisition, although there are only 13 property owners. Units which have common owners will be combined into one (1) appraisal report. Delivery is estimated at 45 days from Notice to Proceed and receipt of the preliminary title reports, to be provided to the appraiser at no cost. The fee proposed later within this proposal assumes a single mobilization. Update appraisal services are available at 50% to 90% of the original services fee depending on the elapsed time between the update assignment and the date of the prior appraisal. (Appraisal services will be provided by Kevin Donahue, MAI of Cushman & Wakefield as a sub-consultant.)

Acquisition Services - Fee Owner

1. Establish and maintain complete and current ownership files in a form acceptable to the client.
2. Receive and analyze title information, approved appraisal reports and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3. Prepare all offer letters and summary statements in accordance with state regulations and approval of client.
4. Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
5. Notify relocation agent of initiation of negotiations within two business days and provide appraisal information, occupant contact information and tenant information as necessary.
6. Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to \$5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.
7. Prepare and assemble acquisition contracts, deeds and related acquisition documents required for the acquisition of necessary property interests.
8. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
9. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
10. Transmit executed acquisition documents to the client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.
11. Secure "rent to hold vacant" agreements from owners who have space for rent to save relocation costs and minimize claims for pre-condemnation damages.

*See Assumptions and Exclusions listed within Attachment A at the end of our submittal.

Relocation Plan

A relocation plan is a required and valuable tool in the relocation process. The plan will help the Client and relocation team understand the displaced households' needs and the availability of adequate replacement housing. It will also identify estimated project relocation costs to assist with future project planning. Relocation Plan preparation services include:

1. Interview all potentially affected occupants to determine relocation needs. The interview queries household information such as the number, ages and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, disabilities, current housing costs, etc.
2. Research the marketplace for available replacement units and establish rent/housing schedules for compiling project costs.
3. Analyze survey and market study results and incorporate research data into a written Plan.
4. Prepare a detailed description of the relocation advisory services program, procedures for locating and referring eligible persons to comparable housing, a plan for any last resort housing which may be required, the relocation payments to be made, a cost estimate for carrying out the plan, and identification of the source of the necessary funds.
5. Present the draft Relocation Plan to the Client and revise as directed by the Client.
6. Circulate the draft Relocation Plan for the required 30-day public review and comment period.
7. Incorporate any comments received and associated responses into the final Relocation Plan to be approved by City Council.

Relocation Implementation Services - Permanent Displacement

OPC will provide the following assistance necessary for the effective relocation of residential occupants to be permanently displaced:

1. Interview all potentially affected occupants to determine relocation needs including: household information such as the number, ages and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, current rents and utilities costs, etc.
2. Inform displaced persons of available relocation assistance services and benefits, and explain the relocation process.
3. Provide displacees with on-going advisory assistance to minimize their hardship, including referrals to, and coordination with, community service resources, public housing, and other public services, as necessary.
4. Prepare and distribute the Notice of Eligibility, Vacate Notice, and other notices, as may be required. (All required notices will be delivered in person or sent general and certified mail to establish proof of service.)
5. Request, and collect, written documentation of occupancy of the project units, gross household income, legal presence status, utilities costs, and identification of the occupants.
6. Determine eligibility for, and proposed amount of, relocation benefits, including moving payments and rental/down payment assistance payments.
7. Provide written referrals to replacement housing and assist displacees in locating replacement housing (up to four sets).
8. Inspect replacement dwellings to determine if they meet "decent, safe, and sanitary" requirements.
9. Prepare all applicable benefit claim forms, secure claimant's signatures on claim forms, and submit claim forms to the Client for processing and payment (up to two RAP claims).
10. Monitor the move to the replacement site, as necessary.
11. Deliver benefit checks and other appropriate payments to claimants.
12. Maintain necessary case documentation in compliance with applicable requirements.

*See Assumptions and Exclusions listed within Attachment A.

R/W Project Fees

Project fees will be billed each month on an hourly basis based on the total approved budget and not as fixed fees. If properties or relocation/acquisition cases are added or subtracted, the total project fee will be adjusted accordingly. Our proposed not-to-exceed project budget is presented below.

Component I: Appraisal/Acquisition Related Services

Service Category	Professional Services Fees
Appraisal Services - Fee	\$33,600
Acquisition Services - Real Estate	\$63,800
Project Management Services	\$25,700
Total Proposed Project Budget	\$123,300*

Component II: Relocation Related Services

Service Category	Professional Services Fees
Relocation Plan	\$18,400
Relocation Assistance Services	\$232,100
Project Management Services	\$29,700
Total Proposed Project Budget	\$280,200*

For activities associated with the Scope of Services, OPC may submit monthly invoices for the consulting services rendered based on the hourly rate schedule below.

OPC 2018 Schedule of Hourly Rates

Management & Implementation

Senior Program Manager	\$250.00
Program Manager	\$200.00
Senior Project Manager	\$150.00
Project Manager/Project Controls Manager	\$130.00
Sr. Acquisition Agent/Sr. Relocation Agent/Sr. Analyst	\$115.00
Acquisition Agent/Relocation Agent/Analyst	\$105.00

Real Estate Appraisal

Senior Valuation Manager	\$275.00
Senior Valuation Analyst	\$225.00
Valuation Analyst	\$150.00
Assistant Valuation Analyst	\$105.00

Utility Coordination	
Utility Manager	\$150.00
Senior Utility Coordinator	\$130.00
Utility Coordinator	\$115.00
Right of Way Engineering	
Engineering Manager (PE)/Survey Manager (PLS)	\$200.00
Project Engineer (PE)/Project Surveyor (PLS)	\$150.00
Senior ROWE/Survey Analyst	\$130.00
ROWE/Survey Analyst	\$105.00
Property Management/Property Services	
Property Management Supervisor	\$150.00
Property Manager	\$115.00
Property Services Supervisor	\$115.00
Community Liaison	\$105.00
Landscape Crewperson	\$40.00
Project Support/Administrative	
Project Support Specialist	\$75.00
Administrative Assistant	\$55.00

Billing Terms:

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

Attachment A

Assumptions/Exclusions

The following are assumptions and exclusions on which our fee proposal is based:

1. We assume there will be a single mobilization for all necessary appraisal work so acquisition efforts and work load can be completed as efficiently as possible.
2. After close of escrow for properties requiring relocation, the City will enforce Notices to Vacate.
3. The City will process acquisition agreements and relocation claims expeditiously.
4. Phase I Environmental Site Assessments to be provided by others.
5. Formal escrows are to be opened with an escrow company and escrow fees are to be paid directly by the City.
6. All occupants of all parcels are as currently understood as to kind, type, and number of displacees as described within this proposal. Additional acquisitions or relocations, should they become necessary, will result in additional fees.
7. Residential displacees will move as a single household. If a household splits, the project budget will be increased by \$1,300 per split.
8. If a household requires transportation to view potential replacement sites, an increase to the budget may be required.
9. Negotiations and settlement discussions will continue for 8 weeks after the initial offer unless settlement or impasse is reached prior to this time frame. After this time frame it is assumed all properties will be turned into condemnation if voluntary settlements cannot be reached. The City will timely pursue Orders of Possession for all parcels in condemnation. In addition, 30 Day Notices will be timely distributed to displacees on acquired parcels. The fees quoted do not include services after the parcel is turned in for condemnation.
10. Any offers that must be made more than once due to appraisal or mapping changes will result in additional fees.
11. Accurate and updated Preliminary Title Reports will be provided by the City and is not included in our proposed fee.
12. All acquisition costs and relocation claims will be processed and proceeds dispersed expeditiously.
13. Relocation staff will have reasonable access to the parcels and displacees impacted.
14. If any of the foregoing assumptions are incorrect, additional fees may apply.

EXHIBIT B

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$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: October 23, 2018

**SUBJECT: ACCEPTANCE OF THE COMMUNITY CENTER FENCING PROJECT
BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

REPORT IN BRIEF:

The Community Center Fencing Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$64,900.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of September 1, 2018 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the Community Center Fencing Project was for \$59,000.00. Change orders approved at staff level did not exceed the 10% maximum authorized at the time of award; at 10%. The changes orders were due to two additional doorway entries requested by city staff.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c; and
2. Accept the completion of improvements for the Community Center Fencing Project, as certified by the City Engineer, and affix the date of September 1, 2018 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$64,900.00 with Quality Fence Company, Inc.; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange.

BACKGROUND:

Staff has had ongoing issues with people loitering and sleeping at the Community Services center at night and on weekends. They often leave trash and have no bathroom opportunities other than on the ground. An additional issue is that many of the employees from businesses on Beach Boulevard park in the residential neighborhood along Santa Paula and use the Center as access to these vehicles. This creates a negative parking impact for the residents and for people trying to use the center.

ANALYSIS/JUSTIFICATION:

The Community Center Fencing Project mitigates several ongoing issues, has been completed in conformance with the project plans and specifications, and has been accepted by the City Engineer. The Notice of Completion is required under the terms of the Construction Agreement for this project.

FISCAL IMPACT:

At the time this project was approved, the Parks and Recreation Facilities Fund did not have the necessary funding available for the project but it did within the coming months. As such, the Capital Projects Fund will cover the cost of the fencing and be repaid this fiscal year by a Transfer In from the Parks and Recreation Facilities Fund, which was funded from Quimby fees for current residential developments.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

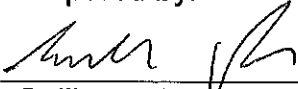
STRATEGIC PLAN OBJECTIVE ADDRESSED:

Provide a quality infrastructure.

PUBLIC NOTIFICATION:

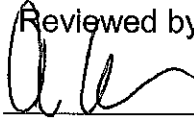
Notifications and advertisement were performed as prescribed by law.

Prepared by:



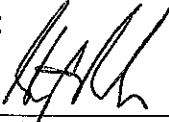
Guillermo Perez
Associate Engineer

Reviewed by:



Allan Rigg, P.E. AICP
Director of Public Works

Concur:



Stephen Parker, CPA
Assistant City Manager

Approved by:



Robert Hall
Interim City Manager

ATTACHMENT:

(1) Notice of Completion

Recording requested by and
when recorded mail to:

CITY OF STANTON
7800 KATELLA AVE.
STANTON, CA 90680

(Space above this line for Recorder's use)

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTION 6103


NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is the City of Stanton.
3. The full address of owner is 7800 Katella Avenue, Stanton, CA 90680.
4. The nature of the interest or estate of the owner is: Public Right of Way.
5. A work of improvement on the property hereinafter described was completed on September 1, 2018. The work was the Community Center Fencing Project.
6. The name of the contractor for such work of improvement was: Quality Fencing Company, Inc.
7. The property on which said work of improvement was completed is in the City of: Stanton, County of Orange, and State of California.

Dated: 10/16/18
Verification for Individual Owner


Allan Rigg, City Engineer, City of Stanton

VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Stanton, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2018, at Stanton, California.

_____, City of Stanton
Allan Rigg, City Engineer

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: OCTOBER 23, 2018

SUBJECT: LICENSE AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY FOR PROPERTY LOCATED AT CARVER ELEMENTARY SCHOOL AT 11150 SANTA ROSALIA STREET FOR THE DEVELOPMENT OF A COMMUNITY GARDEN

REPORT IN BRIEF:

The City previously entered into an agreement with the Community Action Partnership of Orange County (CAPOC) for a site located at 7455 Katella Avenue for the development of a community garden. This property will be sold soon, and the garden needs to be relocated. The City identified a new location for the garden on property owned by the Garden Grove Unified School District (District) and leased by the City. A license agreement between the City and CAPOC is needed for CAPOC to operate the garden.

RECOMMENDED ACTION:

1. The City Council declare that the project is exempt per the California Environmental Quality Act (CEQA) under Sections 15305 (Minor Alterations to Land) and 15268 (Ministerial Projects); and
2. City Council approve the license agreement with CAPOC for the purposes of improving for the purposes of developing a community garden on the land located at 11150 Santa Rosalia Street.

BACKGROUND:

As part of the adopted 2015 Strategic Plan, the City Council made it a goal to improve the resident's quality of life by increasing the parkland in the city and providing opportunities for residents to be involved in horticulture activities. To achieve this goal, the City partnered with CAPOC to obtain funding to develop a community garden on the Housing Authority property located at 7455 Katella Avenue and for CAPOC to develop, manage and maintain the garden. This land will soon be sold, and the garden needs to be relocated.

ANALYSIS/JUSTIFICATION:

The subject property is located at the easterly end of the Norm Ross baseball field. It is currently fenced and total approximately 16,000 square feet. The property was identified within the recent extension of the lease between the City and the District to be developed as a community garden. It was contemplated that CAPOC would enter into a license agreement with the City to develop and operate the garden, similar to the one on Katella.

The park would be designed by CAPOC to create plots of land for individual gardens. CAPOC would accept applications from residents to participate in the activities on the site, with priority given to Stanton residents first, and then would open it to the greater community. CAPOC will be responsible for the development, management, including the selection of plot assignments, and the maintenance of the garden. With the plot assignments, each participant would be able to choose which fruits, vegetables and other types of vegetation they wish to grow. The participants would maintain the plot, with assistance from CAPOC, and would harvest the produce for their own personal consumption. There would also be community plots, which CAPOC would utilize as demonstration gardens, and may bring in horticulture experts to teach the participants about different gardening techniques.

The development of the garden would include installing utilities on the site, gates within the perimeter fencing, and the creation of the plot areas. CAPOC has been working with potential donors to obtain the funding and materials needed to improve the site. If the City moves forward with approval of the license, CAPOC will be required to submit a development proposal for the park, obtain all necessary permits, and submit a draft of the rules and regulations of the park to the City for review and approval.

As part of the lease, there have been conditions added to ensure the property is operated and maintained so as not to impact the surrounding residents and businesses. If any issues do arise, conditions have been added to ensure the City has the ability to require modifications to the operation of the property. These conditions may be found in Attachment "A" of the lease.

Once the lease agreement is approved, CAPOC is ready to begin the site improvements, such as the installment of the utilities, and schedule and promote the first community clean-up day.

FISCAL IMPACT:

The City will receive \$1 per year to allow Community Action Partnership of Orange County to develop and maintain a community park with garden plots.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Sections 15305 (Minor Alterations to Land) and 15268 (Ministerial Projects).

LEGAL REVIEW:

The City Attorney has reviewed the report and the license agreement.

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN IMPLEMENTATION:

Strategic Plan Goal No. 5: Provide a High Quality of Life.

Prepared by:



Allan Rigg, PE AICP
Public Works Director

Approved by:



Bob Hall
Interim City Manager

Attachment A: License Agreement

**A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF
STANTON AND THE COMMUNITY ACTION PARTNERSHIP OF
ORANGE COUNTY**

1. PARTIES: The parties to this agreement are the City of Stanton ("City" also referred to as "Licensor") and Community Action Partnership of Orange County, ("Licensee").

2. RECITALS: This Agreement is made with reference to the following facts:

- (a) Licensor has entered into an agreement with the Garden Grove Unified School District ("District") dated July 12, 1983 and extended by amendment on June 12, 2018, in which the District provided to Licensor an easement to operate a 4.3 acre portion of District's Carver Elementary School, owned by the District and located at 11150 Santa Rosalia Street, as a sports field and a community garden.
- (b) Licensee will use a 0.39 acre portion ("Premises") of the 4.3 acre area for the sole purpose of improving the vacant Premises as a community garden with horticultural activities during the term of this Agreement. The Premises are depicted in Exhibit "A", attached hereto and incorporated herein by reference.
- (c) City seeks to improve the Premises as a community garden with horticulture activities due to the environmental, aesthetic and recreational benefits it provides to residents.
- (d) By this Agreement, the parties intend to establish a Licensor/Licensee relationship between them during this period of possession by Licensee and to specify the rights and duties of the respective parties with reference to the Premises.

3. PREMISES: Licensor licenses the premises to Licensee as a community garden with horticultural activities. The Premises shall be used by the Licensee for a community garden with horticultural activities and for no other purpose or purposes without the prior written consent of Licensor.

4. TERM: The term of licensing the Premises shall commence on September 25, 2018 and shall continue until September 25, 2019 (a 12 month period from commencement date). Thereafter, the Agreement shall continue on a month-to-month basis by mutual agreement of the Parties. Rent is payable by Licensee to Licensors on the effective date of this Agreement, and once annually thereafter on or by the fifteenth (15th) of April of each year.

5. SCOPE OF LICENSE: Licensee is only permitted to utilize the Premises as a community garden with horticultural activities. Prior to installation, Licensee shall submit a development plan for the community garden with horticultural activities to the Public Works Director and Community Development Director to obtain approval. Licensee shall also abide by all the conditions identified in Attachment "A" of this Agreement, which is attached hereto and incorporated herein by reference.

6. RENT: Licensee shall pay rent to Licensors, without offset or deduction, at the rate of one-dollar (\$1.00) per year payable in advance, commencing on or by April 15, 2019. **Licensee shall payments in the form of cash, personal checks, cashier's checks or money orders payable to: City of Stanton.** Licensee shall mail these payments to, or hand deliver to:

City of Stanton
7800 Katella Ave.
Stanton, CA 90680

7. SECURITY DEPOSIT: Licensee shall pay Licensors the sum of \$1.00 as a security deposit to secure Licensee's performance of the agreements contained herein.

8. IMPROVEMENTS, REPAIRS AND MAINTENANCE: Licensee shall be responsible to make improvements to the Premises of any nature whatsoever to provide a community garden with horticultural activities. Licensee shall also conduct all necessary maintenance operations to ensure the Premises is maintained, free of trash and debris and is safe for use. Licensee shall be responsible for obtaining all necessary permits and approvals for its community garden with horticultural activities from Licensors Building and Planning Divisions prior to performing any improvements. Licensee shall be allowed no credit or reimbursement by Licensors for costs of any improvement work performed or ordered done by Licensee to the Premises.

9. ALTERATIONS: Licensee will make no alterations to the Premises except as required in Paragraph 8.

10. TERMINATION OF AGREEMENT: Following the original 12-month term of this Agreement, if the parties agree to continue this Agreement on a month-to-month basis, either party shall give a minimum 30 day written notice of termination of Agreement.

11. DAMAGE TO PREMISES: The undersigned Licensee(s) whether or not in actual possession of Premises, are jointly and severally liable for all damages to the Premises.

12. NUISANCE, WASTE AND HAZARDOUS MATERIAL: Licensee shall not commit, suffer, or permit any nuisance or waste in or about the Premises, and shall not commit, suffer, or permit use of the Premises for any illegal or immoral purpose. Licensee shall notify City immediately of any nuisance, crime, attempted crimes or injuries that occur at or on the Premises regardless of the cause. Licensee further agrees to ensure that all Federal, State and local laws concerning the Premises and the use of the Premises are observed and upheld. Upon termination of this Agreement, Licensee agrees to leave the Premises free from any and all hazardous materials regardless of the cause. In complying with the requirements of this section 12, Licensee shall dispose of any and all hazardous materials on or about the Premises in accordance with local law and Licensee further agrees not to discard any hazardous materials or products by draining or dumping such materials onto the Premises or pouring such materials into any drain in, on, around or near the Premises. Failure to remove and properly dispose of any and all hazardous materials located in, on, near or around the Premises shall constitute a material breach of this contract. Licensee agrees to indemnify, defend and hold Licensor harmless from any and all liability, cost or damages related to the Licensee's failure to remove hazardous materials in accordance with this Section 12. Hazardous materials include but are not limited to the following items:

- a) Any Substance or product in a container labeled "Warning", "Caution", "Poisonous", "Toxic", "Flammable", "Corrosive", "Reactive", "Explosive", or bearing a skull and cross bones symbol.

- b) Antifreeze, Disinfectants, Gasoline, Paint, Solvents, Poisons, Vehicle Batteries, Hobby Chemicals, Paint Thinners, Oil, Lubricants, Wood Preservative, Chlorine Bleach, Drain Openers, Glues, Swimming Pool Chemicals, Rust Removers, Industrial Cleaners, Household Cleaners, and like chemicals and substances.

13. INSPECTION BY LICENSOR: Licensor, by and through its officers, employees or agents, shall have the right to enter upon the Premises at all reasonable times during the term of this Agreement for the purpose of inspecting the Premises, in case of emergency, or pursuant to a court order, upon providing Licensee with reasonable advance notice, whenever practicable. Further, Licensee shall be solely responsible for all actions, legal and physical, to gain entry into the Premises.

14. PERSONAL PROPERTY LEFT ON PREMISES: Upon termination of this Agreement, Licensor shall have the right, **WITHOUT NOTICE**, to sell, destroy or otherwise dispose of any personal property left on the Premises fifteen (15) days after the date the Premises was abandoned or vacated. Licensee shall be solely responsible for any personal property sold, destroyed or otherwise disposed regardless of cause upon termination of this Agreement.

15. DEFAULT: If any rent shall be due or unpaid, or if default shall be made in any of the provisions otherwise contained in this agreement on the part of Licensee or any occupant of the Premises, Licensor may exercise any and all remedies provided by law or equity by reason of such default, including the right, at Licensor's option, of terminating this Agreement. Each and all of the remedies of Licensor shall be construed as cumulative and no one of them as exclusive of the other or as exclusive of any remedy provided by law or equity.

16. UTILITIES AND TAXES: Licensee shall pay promptly for all utilities and services to the Premises. Licensee shall be responsible for the installation of any utilities required for the use of the Premises, and all utility accounts shall be placed in the name of the Licensee.

17. DAMAGE BY FIRE: In the event the Premises are destroyed or so damaged by fire or other casualty or act of God as to be rendered unusable, then this Agreement shall terminate, and any advance or unearned rent that may have at such time been paid will be refunded to the Licensee on a pro rata basis.

18. ASSIGNMENT AND SUBLETTING: Licensee may not sublicense the Premises, except for the designated horticultural activities specified in the development plan approved by the Public Works Director and Community Development Director pursuant to Section 5 herein.

19. WAIVER: The failure or omission of Licenser to terminate this tenancy for any violation of any of its terms, conditions or covenants, shall not be deemed to be a consent by the Licenser to such violation and shall not bar, stop or prevent the Licenser from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term condition or covenant. The acceptance of rent under this Agreement shall not be or be construed to be a waiver of any breach of any term covenant or condition of this Agreement. Nothing contained in this Agreement shall be construed as limiting Licenser from performing all acts required by the Licenser in connection with the maintenance and/or security of the Premises.

20. ANTI-DISCRIMINATION: Licensee agrees that this Agreement is made and accepted on and subject to the following conditions: That there will be no discrimination against or segregation of any person or group of persons, on account of race, color, sex, age, handicap, marital status, sexual orientation, religion, national origin or ancestry in the use, occupancy, tenure or enjoyment of the Premises, nor will Licensee or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the Premises.

21. INDEMNITY AND INSURANCE BY LICENSEE: Licensee agrees to defend, protect, save and keep Licenser forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinance, whether occasioned by the neglect of Licensee or those holding under Licensee. Licensee will at all times defend, protect, indemnify and save and keep harmless Licenser against and from all claims, loss, cost, damage or expenses, including attorney's fees, arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever or whatsoever and will defend, protect indemnify and save and keep harmless Licenser against and from any and all claims, loss, cost, damage or expense related to any failure of Licensee in any respect to comply with and perform all the requirements and provisions of this Agreement.

Further, prior to the beginning of and throughout the duration of the Agreement, Licensee will maintain insurance in conformance with the requirements set forth below. Licensee will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth below, Licensee agrees to amend, supplement or endorse the existing coverage to do so. Licensee acknowledges and agrees 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.

Licensee shall provide the following types and amounts of insurance:

- a. 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 \$2,000,000.00 per occurrence.
- b. 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 \$1,000,000.00 per accident. If Licensee owns no vehicle, this requirement may be satisfied by a non-owned auto-endorsement to the general liability policy described above. If Licensee or Licensee's employees will use personal autos in any way on this project, Licensee shall provide evidence of personal auto liability coverage for each person.
- c. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident or disease.
- d. Professional Liability Errors and Omissions insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Licensee 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

\$1,000,000.00 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 A.M. Best's rating or better and a minimum financial size VII.

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

- a. Licensee 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 addition prior to 1992. Licensee also agrees to require all contractors, and subcontractors to do likewise.

No liability insurance coverage provided to comply with this Agreement shall prohibit Licensee or Licensee's employees, or agents, from waiving the right of subrogation prior to a loss. Licensee 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.

- b. All insurance coverage and limits provided by Licensee 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 Licensor and its operations limits the application of such insurance coverage.

None of the insurance coverage 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.

- c. 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.

- d. All coverage types and limits required are subject to approval, modification and additional requirements by Licensor, as Licensor need arises. Licensee 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.
- e. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to Licensee'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 cancelled 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 paid by City shall be promptly paid by Licensee or deducted sums due to Licensee, at City's option.
- f. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Licensee 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.
- g. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Licensee 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 Licensor.
- h. Licensee agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Licensee, provide the same minimum insurance coverage required of Licensee. Licensee 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. Licensee agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

- i. Licensee 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 Licensee's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to Licensor. At that time Licensor shall review options with the Licensee, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- j. Licensor reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Licensee ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Licensee, Licensor will negotiate additional compensation proportional to the increased benefit to City.
- k. 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.
- l. Licensee acknowledges and agrees that any actual or alleged failure on the part of City to inform Licensee 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.
- m. Licensee 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.

- n. Licensee 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 Licensee'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 coverage.
- o. The provisions of any workers' compensation or similar act will not limit the obligations of Licensee under this Agreement. Licensee expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- p. 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.
- q. 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.
- r. 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.
- s. Licensee 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 Licensee 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.

- t. Licensee agrees to provide immediate notice to City of any claim or loss against Licensee 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.

22. OFFSET: In the event Licenser is required, following the vacation or abandonment of the Premises, to remediate any Hazardous materials pursuant to paragraph 12 hereof, or to remove any personal property or trash or debris from the Premises, then Licenser may offset such amounts as Licenser may actually incur in performing such actions from any amounts that Licenser may otherwise be required to pay Licensee, including, without limitation, any security deposit or any other amounts to which Licensee may otherwise be entitled.

23. APPLICABLE LAW: The laws of the State of California shall govern the interpretation and enforcement of this Agreement. The parties consent to the jurisdiction of the California Courts with venue in Orange County.

24. ATTORNEY'S FEES: In the event either party commences an Action against the other party which arises out of a default of, breach of, failure to perform, or that is otherwise related to, this Agreement, then the Prevailing Party (as defined herein) in the Action shall be entitled to recover its Litigation Expenses (as defined herein) from the other party in addition to whatever other relief to which the prevailing party may be entitled. For purposes of this section, "Litigation Expenses" includes all Attorneys' Fees, Costs and Expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action. For the purposes of this section, "Prevailing Party" shall have the meaning ascribed in § 1032(a)(4) of the California Code of Civil Procedure.

25. RECITALS AND DEFINITIONS: The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions portion of this Agreement.

26. SEVERABILITY: Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

27. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties. Any modification or amendment with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

28. ADMINISTRATION: Both parties hereby acknowledge and agree that it is vested with Licensor to enter into this Agreement on behalf of Licensor or Licensee.

29. NOTICES: Formal notices, demands and communications between the parties shall be given in writing and personally served or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the parties, as designated in this Agreement, or faxed to the fax number listed herein followed by dispatch as above described. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this section. Any such notice shall be deemed to have been received upon the date personal service is effected, if given by personal service, or upon the expiration of two (2) business days after mailing, if given by certified mail, return receipt requested, postage prepaid or by facsimile transmission. Notices shall be directed to the persons and places noted at the beginning of this Agreement.

30. COUNTERPART ORIGINALS: This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

[Signatures on following page]

**SIGNATURE PAGE TO LICENSE AGREEMENT BETWEEN CITY OF STANTON
AND COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY**

Entered into this ____ day of _____, 2018, at Stanton,
California.

CITY OF STANTON

**COMMUNITY ACTION PARTNERSHIP OF
ORANGE COUNTY**

By:

By:

ATTEST:

By:

Patricia A. Vazquez
City Clerk

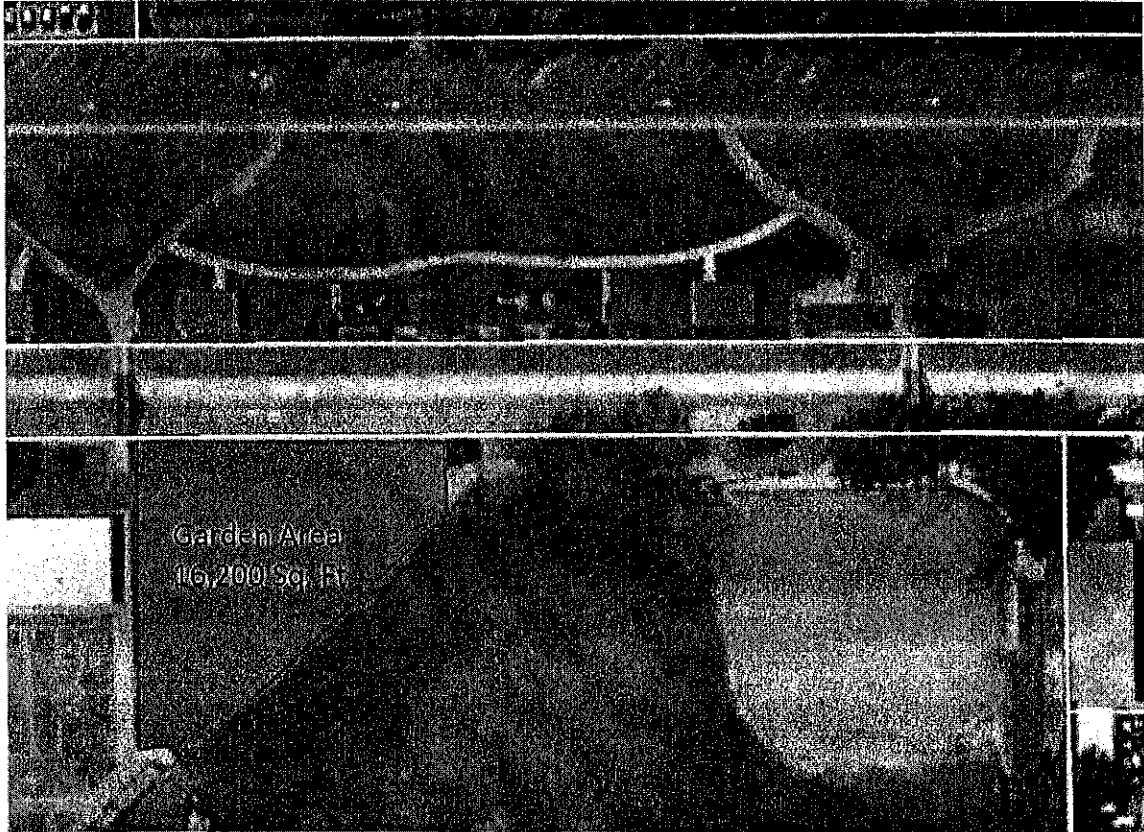
APPROVED AS TO FORM:

Matthew E. Richardson
City Attorney

Attachment A
Conditions of Use of the Premises

1. Licensors shall not be held liable for any items that are damaged or stolen from the premises.
2. There shall be no sale of any vegetation grown from the horticultural activities from the property without obtaining prior written consent from the Licensor.
3. Plants that are considered invasive species, including but not limited to, sugar cane and bamboo, shall not be planted in the horticultural activities.
4. Hours for entry to the community garden with horticultural activities shall be restricted from sunrise to sunset each day.
5. All ADA accessibility requirements per the California Building Code shall be observed.
6. Prior to the community garden with horticultural activities being made available to the public, the Licensee shall provide the rules and regulations for the use of the horticultural activities to the Public Works Director and Community Development Director for review and approval.
7. The Licensee shall identify the system in which the horticultural activities will be made available to the public. The horticultural activities shall be made available to residents of the City of Stanton, and may only provide access to the horticulture activities to residents of other cities, once all interested Stanton residents have been considered.
8. The Licensee shall contract with the local waste collection purveyor to obtain trash pick-up services on-Premises.
9. The Premises shall remain free and clear of trash and debris.
10. Based on substantiated complaints from surrounding businesses and residents, the Public Works Director or Community Development Director may further restrict use of the Premises.
11. The City Manager and Community Development Director shall be provided with the key or access code to enter the Premises when locked.

Exhibit A



CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: OCTOBER 23, 2018

SUBJECT: APPROVAL OF COOPERATIVE AGREEMENT NO. C-8-1798 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE KATELLA AVENUE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

REPORT IN BRIEF:

On November 14, 2017, the City Council authorized the City to be included in a proposed project to synchronize the traffic signals on Katella Avenue. The proposal was recently selected by the Orange County Transportation Authority (OCTA) for funding. In order to proceed with the project, the City needs to sign an agreement with OCTA, which includes a matching contribution from the City in the amount of \$11,400.

RECOMMENDED ACTION:

1. Declare 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. Approve OCTA Cooperative Agreement No. C-8-1798 to participate in the Katella Avenue Regional Traffic Signal Synchronization Project.

BACKGROUND:

The Renewed Measure M (M2) Regional Traffic Signal Synchronization Program targets signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions. The City of Anaheim submitted a proposal for the signal synchronization of Katella Avenue, and the project was recently selected by OCTA for funding. The project includes signalized intersections on Katella Avenue within the cities of Anaheim, Cypress, Garden Grove, Los Alamitos, Orange, Stanton, Villa Park, and the County of Orange.

ANALYSIS/JUSTIFICATION:

The goal of the project is to improve the coordination of traffic signals to enhance traffic flow and reduce congestion across cities' boundaries. The proposed project will coordinate the traffic signals along Katella Avenue from the 605 on ramp in the City of Los Alamitos to Jamboree Road in the City of Orange. The City of Stanton currently owns and maintains four signalized intersections along this corridor, and jointly owns one with Caltrans at Beach Boulevard. The project would include the preparation of new timing plans optimized for signal synchronization, hardware and software upgrades to traffic controllers, telecommunications and inter-tie systems, central traffic master controllers and associated systems. The cost estimate to perform these improvements in Stanton is approximately \$57,000.00. This project will require an in-kind match of 20%, resulting in an approximate match requirement of \$11,400 for primary implementation and \$2,400 for ongoing monitoring and maintenance.

As OCTA will take the lead in implementing the project, there will be a minimal amount of time needed from City staff.

FISCAL IMPACT:

Funds for this project will come from Measure M Turnback funds in account 220-3500-710190.

ENVIRONMENTAL IMPACT:

This project is categorically 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.

LEGAL REVIEW:

The City Attorney has reviewed and approved the agreement.


PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

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:



Bob Hall
Interim City Manager

ATTACHMENTS:

- (1) OCTA Cooperative Agreement No. C-8-1798



BOARD OF DIRECTORS

Lisa A. Bartlett
Chairwoman

Tim Shaw
Vice Chairman

Laurie Davies
Director

Barbara Delgleize
Director

Andrew Do
Director

Lori Donchak
Director

Michael Hennessey
Director

Steve Jones
Director

Mark A. Murphy
Director

Richard Murphy
Director

Al Murray
Director

Shawn Nelson
Director

Miguel Putido
Director

Todd Spitzer
Director

Michelle Steel
Director

Tom Tait
Director

Gregory T. Winterbottom
Director

(Vacant)
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Darrell E. Johnson
Chief Executive Officer

September 20, 2018

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

SUBJECT: OCTA'S COOPERATIVE AGREEMENT NO. C-8-1798

Dear Allan Rigg:

Enclosed is one original of the above-mentioned subject for your review and signature.


Please execute the original where indicated, in blue ink and return.

Please send the executed document to:

Michael Le
Contract Administrator
OCTA
550 South Main Street
P.O. Box 14184
Orange, CA. 92863-1584

Should you have any contractual related questions, please feel free to contact Michael Le at (714) 560-5314 or by e-mail at mle1@octa.net.

Sincerely,



Marla Ewing
Senior Office Specialist
Contracts Administration and Materials Management

1 **COOPERATIVE AGREEMENT NO. C-8-1798**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITIES OF ANAHEIM, CYPRESS, GARDEN GROVE, LOS ALAMITOS, ORANGE,**

6 **STANTON, VILLA PARK, AND COUNTY OF ORANGE**

7 **FOR**

8 **KATELLA AVENUE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT**

9 **THIS COOPERATIVE AGREEMENT** (Agreement), is effective this _____ day of
10 _____, 201__, by and between the Orange County Transportation Authority, 550 South
11 Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of
12 California (herein referred to as "AUTHORITY") and the cities of Anaheim, Cypress, Garden Grove, Los
13 Alamitos, Orange, Stanton, Villa Park, and the County of Orange (hereinafter referred to as
14 "PARTICIPATING AGENCIES") each individually known as "Party" and collectively known as the
15 "Parties".

16 **RECITALS:**

17 **WHEREAS**, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working
18 together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed
19 Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP or Project P) to enhance
20 countywide traffic flow and reduce congestion; and

21 **WHEREAS**, the AUTHORITY has completed the competitive 2018 Call for Projects (hereinafter,
22 "2018 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter,
23 "APPLICATION") prepared by the City of Anaheim (hereinafter referred to as the "APPLICANT
24 AGENCY") for implementation of signal synchronization of traffic signals along Katella Avenue between
25 the intersections of Northbound Interstate-605 freeway on-ramp Los Alamitos to Jamboree Road in Irvine
26 (hereinafter, "PROJECT"); and

1 **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to
2 designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry out
3 PROJECT; and

4 **WHEREAS**, the PROJECT will include approximately seventy-three (73) traffic signalized
5 intersections as identified in the APPLICATION; and

6 **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements
7 identified in the APPLICATION including certain hardware and software upgrades to intersection and
8 central control systems including Advanced Transportation Controller units (ATC), telematics and
9 interconnect systems, Advanced Transportation Management Systems (ATMS), Roadside Units
10 (RSU), and other associated systems (hereinafter collectively referred to as "ITS ELEMENTS"), will
11 be constructed and/or installed and implemented as part of the PROJECT as identified in the
12 APPLICATION; and

13 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate
14 the inclusion of other ITS elements (hereinafter OTHER ELEMENTS) that should be installed at the
15 same time as the construction of the PROJECT and are not part of this Agreement; and

16 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS, if any, are
17 the sole responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the
18 project; and

19 **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that in-
20 house resources (staff) from Party will provide various services for PROJECT, and

21 **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that
22 PROJECT costs for various types of additional work required by each respective Party, by its staff, or
23 by policy, may not have been included in the original application and therefore costs to contractors or
24 consultants to comply with staff requirements are not included in the PROJECT allocation; and

25 **WHEREAS**, AUTHORITY and Parties agree that these costs will be paid by PROJECT; and

26 /

1 **WHEREAS**, Parties and each respective Party acknowledge and understand that the costs for
2 the additional work may be reversed by AUTHORITY's Audit; and

3 **WHEREAS**, based on AUTHORITY's approved PROJECT ALLOCATION and APPLICATION,
4 the AUTHORITY agrees to implement the PROJECT; and

5 **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide
6 PROJECT funding in a combined cash and in-kind services match of One Million Twelve Thousand Three
7 Hundred Forty Seven Dollars (\$1,012,347.00), as shown in Attachment A, or equivalent to at least twenty
8 percent (20%) of PROJECT cost; and

9 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
10 Agreement to implement the PROJECT in support of Project P; and

11 **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities
12 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the
13 PROJECT; and

14 **WHEREAS**, the AUTHORITY's Board of Directors authorized funding for the PROJECT on June
15 11, 2018; and

16 **WHEREAS**, the AUTHORITY's Board of Directors authorized this cooperative agreement on
17 September 10, 2018; and

18 **WHEREAS**, the City of Anaheim's City Council approved this Agreement on the ____ day of
19 _____, 20____.

20 **WHEREAS**, the City of Cypress' City Council approved this Agreement on the ____ day of
21 _____, 20____.

22 **WHEREAS**, the City of Garden Grove's City Council approved this Agreement on the ____ day
23 of _____, 20____.

24 **WHEREAS**, the City of Los Alamitos' City Council approved this Agreement on the ____ day of
25 _____, 20____.

26 /

1 **WHEREAS**, the City of Orange's City Council approved this Agreement on the ____ day of
2 _____, 20____.

3 **WHEREAS**, the City of Stanton's City Council approved this Agreement on the ____ day of
4 _____, 20____.

5 **WHEREAS**, the City of Villa Park's City Council approved this Agreement on the ____ day of
6 _____, 20____.

7 **WHEREAS**, the County of Orange's Board of Supervisors approved this Agreement on the ____
8 day of _____, 20____.

9 **NOW, THEREFORE**, it is mutually understood and agreed by **AUTHORITY** and the
10 **PARTICIPATING AGENCIES** as follows:

11 **ARTICLE 1. COMPLETE AGREEMENT**

12 A. This Agreement, including any attachments incorporated herein and made applicable by
13 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this
14 Agreement between **AUTHORITY** and **PARTICIPATING AGENCIES** and it supersedes all prior
15 representations, understandings, and communications. The invalidity in whole or in part of any term or
16 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.
17 The above referenced Recitals are true and correct and are incorporated by reference herein.

18 B. **AUTHORITY's** failure to insist on any instance(s) of **PARTICIPATING AGENCIES'**
19 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
20 relinquishment of **AUTHORITY's** right to such performance or to future performance of such term(s) or
21 condition(s), and **PARTICIPATING AGENCIES'** obligation in respect thereto shall continue in full force
22 and effect. Changes to any portion of this Agreement shall not be binding upon **AUTHORITY** except when
23 specifically confirmed in writing by an authorized representative of **AUTHORITY** by way of a written
24 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

25 /

26 /

1 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's
2 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
3 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of
4 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force
5 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING
6 AGENCIES except when specifically confirmed in writing by an authorized representative of
7 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in
8 accordance with the provisions of this Agreement.

9 **ARTICLE 2. SCOPE OF AGREEMENT**

10 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
11 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree
12 that each will cooperate and coordinate with the other in all activities covered by this Agreement and any
13 other supplemental agreements that may be required to facilitate purposes thereof.

14 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

15 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

16 A. AUTHORITY shall implement the PROJECT based on the intent of the usage in the
17 APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures
18 contained in the Comprehensive Transportation Funding Program (CTFP) guidelines.

19 B. AUTHORITY shall provide oversight to maintain inter-jurisdictional traffic signal
20 operational integrity between PROJECT and other similar type projects not older than three (3) years.

21 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
22 necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

23 D. AUTHORITY shall perform web-based public outreach activities for the project to
24 communicate major project milestones and results.

25 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as
26 described in CTFP.

1 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of
2 PROJECT, may perform a technical and/or field review to ensure that the CTFP guidelines, policies, and
3 procedures were followed. Such a review may be performed one hundred and eighty (180) days after the
4 PROJECT three-year grant period is complete. If the technical and or field review determines that any of
5 the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must reimburse
6 and return the amount of funding used to perform the ineligible activity to AUTHORITY.

7 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in
8 APPLICATION and Attachment A for the dollar cash match at the end of the Primary Implementation
9 phase or at a mutually agreed upon time to facilitate any respective AGENCY funding timeframes.

10 H. AUTHORITY shall request updates for the PROJECT as part of semi-annual review
11 process, including documentation of in-kind match conforming to Attachment A and will include the
12 PROJECT in the list of active projects in OC Fund Tracker until completion of the three-year grant period.
13 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

14 **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

15 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the
16 implementation of the PROJECT:

17 A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage, procure,
18 and complete the PROJECT as identified in APPLICATION.

19 B. To coordinate outreach with PARTICIPATING AGENCIES for PROJECT.

20 C. To collect all data necessary to provide new optimized timing plans including, but not
21 limited to, manual or video all movement counts at each PROJECT signalized intersection, and a mutually
22 agreed upon number and location of twenty-four (24) hour / seven (7) day automated machine traffic
23 counts with vehicle classification.

24 D. To develop and implement new timing plans optimized for signal synchronization.

25 E. To provide updated timing plans for all control systems and all relevant data used to
26 develop said plans to PARTICIPATING AGENCIES.

F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and After Study" video of a representative portion of PROJECT at up to two (2) public meetings.

ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

PARTICIPATING AGENCIES agree to the following responsibilities for implementation and funding of PROJECT:

A. Provide a technical representative to meet and participate as a member of the PROJECT's Traffic Forum.

B. To authorize the AUTHORITY to manage, procure, and implement all aspects of PROJECT.

C. To participate and support PROJECT implementation within the timeframe outlined in APPLICATION and consistent with the CTFP Guidelines adopted by AUTHORITY.

D. To provide AUTHORITY all current intersection as-built drawings, all current intersections controller assembly plans as provided by the manufacturer and modified by Party since original installation, local field master, local controller, and ATMS timing plans and other ITS related data upon request.

E. To provide the local cash match and/or documentation for the in-kind services match for PROJECT in accordance with Attachment A. Failure to provide local cash match and or evidence of in-kind services match may result in the loss of future participation for competitive funding opportunities.

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1 F. PARTICIPATING AGENCIES that have included a dollar match as identified in
2 Attachment A shall provide payment for the dollar match to AUTHORITY within thirty (30) calendar
3 days of receipt of an invoice.

4 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified
5 in Attachment A shall provide documentation of conformance as part of the semi-annual review process.

6 H. To waive all fees associated with any local agency permits that may be required of the
7 consultant, sub consultants, and/or service or equipment providers in the performance of the PROJECT.

8 I. PARTICIPATING AGENCIES shall provide updates on PROJECT to AUTHORITY as
9 part of semi-annual review process until completion of the three-year PROJECT grant period. Documents
10 to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

11 J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue Ongoing
12 Operations and Maintenance after the three-year grant period is complete and continue until the end of
13 the PROJECT per additional maintenance of effort in APPLICATION.

14 K. The project is partially funded by Senate Bill 1 (SB-1) and PARTICIPATING AGENCIES
15 agree to comply with all applicable SB-1 Accountability Guidelines, Local Partnership Program and State
16 requirements.

17 **ARTICLE 6. DELEGATED AUTHORITY**

18 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this
19 Agreement are delegated to their respective City Manager, or designee, and the actions required to be
20 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief
21 Executive Officer or designee.

22 **ARTICLE 7. AUDIT AND INSPECTION**

23 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in
24 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING
25 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,
26 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a

1 period of five (5) years after final payment, final closeout, or until any on-going audit is completed,
2 whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of
3 AUTHORITY's payment of consultant's final billing (so noted on the paid invoice) under this Agreement.
4 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above
5 provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING
6 AGENCIES' contractor.

7 **ARTICLE 8. INDEMNIFICATION**

8 A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at
9 PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to
10 AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, and its officers, directors, employees,
11 and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
12 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,
13 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not
14 limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES' employees
15 included), for damage to property, including property owned by AUTHORITY, or from any violation of any
16 federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful
17 misconduct of PARTICIPATING AGENCIES, its officers, directors, employees or agents in connection
18 with or arising out of the performance of this Agreement.

19 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole
20 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify,
21 protect, and hold harmless PARTICIPATING AGENCIES, including their officers, directors, employees,
22 and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
23 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,
24 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not
25 limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for
26 damage to property, including property owned by PARTICIPATING AGENCIES, or from any violation of

1 any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or
2 willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising
3 out of the performance of this Agreement.

4 C. The indemnification and defense obligations of this Agreement shall survive its expiration
5 or termination.

6 **ARTICLE 9. ADDITIONAL PROVISIONS**

7 A. Term of Agreement: This Agreement shall be in full force and effect through December
8 31, 2023.

9 B. Amendment: This Agreement may be extended or amended in writing at any time by the
10 mutual consent of all Parties and AUTHORITY. No amendment shall have any force or effect unless
11 executed in writing by all Parties and AUTHORITY.

12 C. Termination: In the event any Party defaults in the performance of their respective
13 obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting
14 Party(s) shall have the option to terminate this Agreement upon thirty (30) calendar days prior written
15 notice to the Party in default.

16 D. Termination for Convenience: Either Party may terminate this Agreement for its
17 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for
18 convenience to the other Party.

19 E. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,
20 state, and local laws, statutes, ordinances and regulations of any governmental authority having
21 jurisdiction over the PROJECT.

22 F. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they
23 are authorized to execute this Agreement on behalf of said Parties and that, by so executing this
24 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

25 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be
26 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the

1 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
2 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
4 number of counterparts, each of which, when executed and delivered shall be deemed an original and all
5 of which together shall constitute the same agreement. Facsimile signatures shall be permitted.

6 I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or
7 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
8 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed
9 void and of no force and effect. Consent to one assignment shall be deemed consent to any subsequent
10 assignment, nor the waiver of any right to consent to such subsequent assignment.

11 J. Governing Law: The laws of the State of California and applicable local and federal laws,
12 regulations and guidelines shall govern this Agreement.

13 K. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,
14 the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

15 L. Notices: Any notices, requests, or demands made between the Parties pursuant to this
16 Agreement are to be directed as follows:

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COOPERATIVE AGREEMENT NO. C-8-1798
KATELLA AVENUE – RTSSP

To ANAHEIM:	To AUTHORITY:
City of Anaheim	Orange County Transportation Authority
TMC 201 S. Anaheim Boulevard Suite 502 Anaheim, CA 92805	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: John Thai Principal Traffic Engineer Tel: (714) 765-5202 Email: jthai@anaheim.net	Attention: Michael Le Contract Administrator Tel: (714) 560-5314 E-mail: mle1@octa.net
To CYPRESS:	To GARDEN GROVE:
City of Cypress	City of Garden Grove
5275 Orange Avenue Cypress, CA 90630	11222 Acacia Parkway Garden Grove, CA 92842
Attention: Keith Carter Traffic Engineer Tel: (714) 229-6750 Email: kcarter@ci.cypress.ca.us	Attention: Dai Vu Traffic Engineer Tel: (714) 741-5189 Email: daiv@garden-grove.org

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COOPERATIVE AGREEMENT NO. C-8-1798
KATELLA AVENUE – RTSSP

To LOS ALAMITOS:	To ORANGE:
City of Los Alamitos	City of Orange
3191 Katella Avenue	300 E. Chapman Avenue
Los Alamitos, CA 90720	Orange, CA 92868
Attention: Farhad Iranitalab	Attention: Jacki Scott
Contract Traffic Engineer	Traffic Engineer
Tel: (562) 368-4893	Tel: (714) 744-5534
Email: firanitalab@wilddan.com	Email: jscott@cityoforange.org
To STANTON:	To VILLA PARK:
City of Stanton	City of Villa Park
7800 Katella Avenue	17855 Santiago Boulevard
Stanton, CA 90680	Villa Park, CA 92861
Attention: Allan Rigg	Attention: Akram Hindeiyeh
Director of Public Works/City Engineer	Contract Traffic Engineer
Tel: (714) 890-4203	Tel: (949) 639-0561
Email: arigg@ci.stanton.ca.us	E-mail: ahindiye@villapark.org
To COUNTY OF ORANGE:	
County of Orange	
300 N. Flower Street	
Santa Ana, CA 92703	
Attention: Edward Frondoso	
Manager – Traffic & Design	
Tel: (714) 245-4596	
Email: Edward.frondoso@ocpw.ocgov.com	

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1 M. Force Majeure: Either Party shall be excused from performing its obligations under this
2 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
3 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;
4 commandeering of material, products, plants or facilities by the federal, state or local government; national
5 fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause
6 is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond
7 the control and is not due to the fault or negligence of the Party not performing.

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This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-1798 to be
executed on the date first written above.

CITY OF ANAHEIM

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Tom Tait
Mayor

By: _____
Darrell E. Johnson
Chief Executive Officer

ATTEST:

APPROVAL RECOMMENDED:

By: _____
Theresa Bass, CMC
City Clerk

By: _____
Kia Mortazavi
Executive Director, Planning

Dated: _____

APPROVED AS TO FORM

By: _____
Robert Fabela
City Attorney

Dated: _____

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1798 to be
3 executed on the date first written above.

4 **CITY OF CYPRESS**

5 By: _____
6 Jon Peat
7 Mayor

8 **ATTEST:**

9
10 By: _____
11 Denise Basham
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Anthony R. Taylor
17 City Attorney

18 Dated: _____
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1798 to be
3 executed on the date first written above.

4 **CITY OF GARDEN GROVE**

5 By: _____
6 Steven R. Jones
7 Mayor

8 **ATTEST:**

9
10 By: _____
11 Teresa Pomeroy, CMC
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Omar Sandoval
17 City Attorney

18 Dated: _____
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1798 to be
3 executed on the date first written above.

4 **CITY OF LOS ALAMITOS**

5 By: _____
6 Troy D. Edgar
7 Mayor

8 **ATTEST:**

9
10 By: _____
11 Windmera Quintanar, CMC
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Michael Daudt
17 City Attorney

18 Dated: _____
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1798 to be
3 executed on the date first written above.

4 **CITY OF ORANGE**

5 By: _____
6 Teresa Smith
7 Mayor

8 **ATTEST:**

9
10 By: _____
11 Mary E. Murphy
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Wayne W. Winthers
17 City Attorney

18 Dated: _____
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1798 to be
3 executed on the date first written above.

4 **CITY OF STANTON**

5 By: _____
6 David J. Shawver
7 Mayor

8 **ATTEST:**

9
10 By: _____
11 Patricia A. Vasquez
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Matthew E. Richardson
17 City Attorney

18 Dated: _____
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1798 to be
3 executed on the date first written above.

4 **CITY OF VILLA PARK**

5 By: _____
6 Robert Collacott
7 Mayor

8 **ATTEST:**

9
10 By: _____
11 Steve Franks
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Todd O. Litfin
17 City Attorney

18 Dated: _____
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1798 to be
3 executed on the date first written above.

4 **COUNTY OF ORANGE**

5 By: _____
6 Andrew Do
7 Chairman

8 **ATTEST:**

9
10 By: _____
11 Robin Stieler
12 Clerk of the Board

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Deputy County Counsel

17
18 Dated: _____
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COOPERATIVE AGREEMENT NO. C-8-1798
KATELLA AVENUE - RTSSP
ATTACHMENT A

DETAILED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	Primary Implementation	Ongoing Monitoring & Maintenance	Primary Implementation	Ongoing Monitoring & Maintenance	Primary Implementation	Ongoing Monitoring & Maintenance
City of Anaheim	\$ 400,002	\$ 10,560	\$ 132,000	\$ 0	\$ 532,002	\$ 10,560
	\$ 410,562		\$ 132,000		\$ 542,562	
City of Cypress	\$ 22,800	\$ 4,800	\$ 0		\$ 22,800	\$ 4,800
	\$ 27,600				\$ 27,600	
City of Garden Grove	\$ 10,020	\$ 960	\$ 0		\$ 10,020	\$ 960
	\$ 10,980				\$ 10,980	
City of Los Alamitos	\$ 102,225	\$ 4,800	\$ 0		\$ 102,225	\$ 4,800
	\$ 107,025				\$ 107,025	
City of Orange	\$ 232,410	\$ 10,080	\$ 15,000	\$ 0	\$ 247,410	\$ 10,080
	\$ 242,490		\$ 15,000		\$ 257,490	
City of Stanton	\$ 11,400	\$ 2,400	\$ 0		\$ 11,400	\$ 2,400
	\$ 13,800				\$ 13,800	
City of Villa Park	\$ 26,160	\$ 960	\$ 0		\$ 26,160	\$ 960
	\$ 27,120				\$ 27,120	
County of Orange	\$ 24,810	\$ 960	\$ 0		\$ 24,810	\$ 960
	\$ 25,770				\$ 25,770	
TOTAL	\$ 829,827	\$ 35,520	\$ 147,000	\$ 0	\$ 976,827	\$ 35,520
	\$ 865,347		\$ 147,000		\$ 1,012,347	

*In-kind match may be converted to cash match if agency does not satisfy in-kind match commitment by the end of the respective phase. However, cash match is NOT allowed to be converted to in-kind match.

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Anaheim		\$ 410,562
City of Cypress		\$ 27,600
City of Garden Grove		\$ 10,980
City of Los Alamitos		\$ 107,025
City of Orange		\$ 242,490
City of Stanton		\$ 13,800
City of Villa Park		\$ 27,120
County of Orange		\$ 25,770
TOTAL		\$ 865,347

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Expenditure
TOTAL		\$

COOPERATIVE AGREEMENT NO. C-8-1798
KATELLA AVENUE - RTSSP
ATTACHMENT A

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
<i>Total City of _____:</i>					\$
<i>Total City of _____:</i>					\$
TOTAL IN-KIND MATCH**:					\$ 147,000

****Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.**

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 23, 2018

SUBJECT: APPROVE AND ADOPT AN ANNUAL EXPENDITURE REPORT TO ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO ACCOUNT FOR M2 FUNDS, DEVELOPER/TRAFFIC IMPACT FEES, AND FUNDS EXPENDED BY THE CITY TO SATISFY MAINTENANCE OF EFFORT REQUIREMENTS

REPORT IN BRIEF:

The Measure M2 ordinance requires local agencies to adopt and submit an expenditure report to the Orange County Transportation Authority each year. The expenditure report has been prepared and is being presented to Council for adoption and submission to the OCTA.

RECOMMENDED ACTION:

- 1) That City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.
- 2) That City Council adopt Resolution No. 2018-43 approving the 2017-18 Measure M2 expenditure report and direct staff to submit the report to the OCTA.

BACKGROUND:

The Measure M (M1) ordinance contains specific language indicating the requirement from local agencies to be eligible to receive funding. Eligibility documentation is submitted by local agencies to the OCTA by June 30 each year. With the passage of Measure M2 (M2), local agencies must continue to demonstrate eligibility.

ANALYSIS/JUSTIFICATION:

The eligibility requirements included in the M2 ordinance have been enhanced over the previous requirements for M1. Specifically local jurisdictions must adopt and provide an annual expenditure report to the OCTA to account for M2 funds expended by the jurisdiction to satisfy maintenance of effort requirements. The report is required to be adopted and submitted within six months of each jurisdiction's fiscal year end.

The report includes all M2 net revenue, fund balances and interest earned, and identifies expenditures by activity type and funding source.

FISCAL IMPACT:

No fiscal impact as report is regarding past expenditures.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Government

Prepared by:

Approved:



Stephen M. Parker, CPA
Assistant City Manager



Robert W. Hall
Interim City Manager

Attachments:

- A. Resolution No. 2018-43
- B. M2 Expenditure Report Fiscal Year Ending June 30, 2018

RESOLUTION NO. 2018-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF STANTON

WHEREAS, Local Transportation Authority Ordinance No. 3 requires local jurisdictions to adopt an annual Expenditure Report to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction that satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the Orange County Transportation Authority each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of Measure M2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY INFORM AND NOTIFY OCTA THAT:

SECTION 1: The above recitals are true and correct.

SECTION 2: The City of Stanton 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 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 M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.

SECTION 4: The M2 Expenditure Report is hereby adopted by the City of Stanton.

SECTION 5: The City of Stanton Assistant City Manager is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the fiscal year ending 2017-18.

SECTION 6: The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 23rd day of October, 2018.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, Deputy City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2018-43 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 October 23, 2018, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, DEPUTY CITY CLERK

M2 Expenditure Report
Fiscal Year Ended June 30, 2018
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Environmental Mitigation	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 1,420,443.00	\$ 19,531
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 26,856.00	\$ 210
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ 20.00	\$ -
Other*	12	\$ 9,562.00	\$ -
Balances at Beginning of Fiscal Year	13	\$ 1,456,881.00	\$ 19,741
Monies Made Available During Fiscal Year	14	\$ 532,340.68	\$ 15,077
Total Monies Available (Sum Lines 13 & 14)	15	\$ 1,989,221.68	\$ 34,818
Expenditures During Fiscal Year	16	\$ 1,318,269.00	\$ 19,740
Balances at End of Fiscal Year			
A-M Freeway Environmental Mitigation	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 660,465.71	\$ 14,791
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 10,486.97	\$ 287
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2018
Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M: Freeway Environmental Mitigation	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 499,681	\$ 14,790
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 32,660	\$ 287
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 532,341	\$ 15,077
Expenditures:			
A-M: Freeway Environmental Mitigation	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q Local Fair Share	17	\$ 1,259,658	\$ 19,530
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 49,029	\$ 210
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ 20	\$ -
Other* M1 Turnback Final Pymt 3/30/16	25	\$ 9,562	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 1,318,269	\$ 19,740
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ (785,928)	\$ (4,663)

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2018
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE ²	+Developer / Impact Fees	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ³	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead Construction & Right-of-Way	1	\$ 25,168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,029	\$ 210	\$ -	\$ 74,407
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 785,065.90	\$ 19,530.00			\$ -	\$ -	\$ -	\$ 807,596
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321,082.22	\$ -			\$ -	\$ -	\$ -	\$ 321,082
Pedestrian Ways & Elkopaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Total Construction ¹	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,109,148.12	\$ 19,530.00			\$ -	\$ -	\$ -	\$ 1,128,678
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way Maintenance	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,109,148.12	\$ 19,530.00			\$ -	\$ -	\$ -	\$ 1,128,678
Paving	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 221,075.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,509.43	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ 9,562.00	\$ 381,167
Total Maintenance ¹	16	\$ 221,075.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,509.43	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ 9,562.00	\$ 381,167
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 246,244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,259,657.55	\$ 19,530.00	\$ 20	\$ -	\$ 49,029	\$ 210	\$ 9,562	\$ 1,584,252

¹ Includes direct charges for staff time² Local funds used to satisfy maintenance of effort (MOE) requirements³ Other M2 includes A-M, R-S,T,U,V, and W

+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Environmental Mitigation
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2018

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

Stephen Parker
Director of Finance (Print Name)

10/23/2018
Date


Signature

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: OCTOBER 23, 2018

SUBJECT: SIX-MONTH REVIEW OF TRAFFIC CALMING MEASURES ON LOLA AVENUE BETWEEN DALE AVENUE AND MAGNOLIA AVENUE

REPORT IN BRIEF:

Traffic calming measures (measures) were installed on Lola Avenue between Dale Avenue and Magnolia Avenue in January of 2018. After six months new speed surveys were conducted to evaluate the effectiveness of the measures. These results are being presented to the Council to determine if the measures should be left in place, removed, or if additional measures should be explored.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) - consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.
2. Review the staff report and Traffic Calming Analysis Report and direct staff regarding traffic calming measures on Lola Avenue.

BACKGROUND:

Based on concerns from the public, the City Council directed staff to determine potential traffic calming measures on Lola Avenue between Dale Avenue and Magnolia Avenue. Staff engaged the City's traffic engineering consultant to prepare a report on Lola Avenue with potential traffic calming measures. After meeting with the local residents to review the potential measures proposed by the Traffic Engineer, Staff presented various options to the City Council on October 24, 2017. Speed cushions, speed feedback signs, and a centerline stripe were approved to be installed. As presented to the City Council, after the measures had been installed for six months, new speed surveys were conducted to determine the effectiveness of the measures.

ANALYSIS:

Lola Avenue is a two-lane street classified as a local residential street and is oriented in the east-west direction. The speed limit on Lola Avenue is 25 miles per hour, and the area is comprised of single-family residential homes. Three measures were chosen by the City Council to be implemented to slow traffic.

The first measure was to add radar speed feedback signs on the street near the east and west ends. These signs create no negative impact on the nearby residences.

The second measure was to add a centerline down the street. There was no center line along Lola Avenue causing there to be a wider area for drivers to speed when traveling down the study corridor. Implementing a centerline would reduce the lane width available. Studies have shown decreasing lane widths are effective at reducing vehicle speeds. Unlike other traffic calming measures there is no physical obstruction to local residents nor are there noise effects.

The third measure was to add several speed cushions near Hollenbeck Park. Speed cushions are designed so that they can effectively reduce speed while allowing emergency vehicles to pass unimpeded. The downside of speed cushions would be the noise level they can produce and the impact on vehicles/passengers traveling over them.

Please note that balloting of the neighborhood was done to determine where to locate the speed cushions, in concert with potential locations identified by the Traffic Engineer. The results were that the neighborhood was in favor of the cushions next to the park, but not next to homes.

Typically measures such as these are reviewed after six months to determine if they have been effective to reduce speeds and if they have caused negative impacts on the neighborhood. One means to check the speeds is to perform speed surveys of the street after the installations and compare them to the speed surveys performed prior to the installation. The other is to solicit the input of the residents in the neighborhood.

The firm that conducted the initial speed surveys and traffic calming report was engaged to perform the new speed surveys. The surveys were done in the same locations as the original ones. Their report is attached to this staff report.

In terms of traffic volumes, there was an average decrease in the three locations by 8%. It is typical that when speed cushions are installed that some drivers will avoid the street due to the inconvenience of driving over them.

The speeds of vehicles are typically the metric used to determine the success or failure

of the measures. Speeds are typically expressed as the 85th percentile speed, which is the speed that 85% of the cars measured are going at or below. The following table summarizes the speeds:

Location	Direction	Speed 2017	Speed 2018	Change
Dale Avenue/Macduff	Eastbound	28	27	-1
Dale Avenue/Macduff	Westbound	27	27	0
Macduff/Sherrill	Eastbound	26	24	2
Macduff/Sherrill	Westbound	29	24	-5
Sherill/Magnolia	Eastbound	38	34	-4
Sherill/Magnolia	Westbound	38	33	-5

The Traffic Engineer reviewed the data and provided the following conclusions in the report:

"The primary focus of this study is to analyze the efficiency of traffic calming measures along the residential street, Lola Avenue between Dale Street and Magnolia Avenue.

1. The number of vehicles which drive along Lola Avenue between Dale Avenue and MacDuff Street above the posted speed limit of 25 mph reduced 28% in eastbound direction and 19% in westbound direction after the installation of radar speed limit sign with feedback.
2. The number of vehicles which drive along Lola Avenue between MacDuff Street and Sherrill Street above the posted speed limit of 25 mph reduced 64% in eastbound direction and 75% in westbound direction after the installation of two 3" high speed cushions with advanced warning sign
3. The number of vehicles which drive along Lola Avenue between Sherrill Street and Magnolia Avenue above the posted speed limit of 25 mph reduced 1% in eastbound direction and 18% in westbound direction after the installation of radar speed limit sign with feedback.

An analysis of the traffic data shows that a combination of the traffic calming measures potentially caused an average of 21% in the reduction of the number of vehicles which drive along Lola Avenue above the posted speed limit of 25 mph."

It would seem that as the 85th percentile is just above or below 25 miles per hour that no additional measures would be warranted between Sherill and Dale. In the area between Magnolia and Sherill the 85th percentile speed is still eight to nine miles an hour over 25 miles per hour speed limit. In this area potential additional measures could include:

1. An additional speed feedback sign for eastbound Lola east of Sherill.
2. Additional speed limit signs.
3. Edgeline striping. This is a solid white stripe on each side of the street placed 10

feet from the centerline. This further narrows the apparent width of the lane.

Additional speed cushions are not recommended as it is standard policy in cities not to place them in an area of homes that do not vote for them through the balloting process of the subject homes.

Staff has not received any correspondence as of the writing of this report.

FISCAL IMPACT:

If additional measures were directed to be installed funding is available from Gas Tax Funding.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), the proposed traffic calming measures would be exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) - consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination..

LEGAL REVIEW:

None.

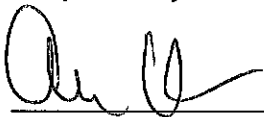
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law. Also public notice boards were placed on the street announcing the review of the measures by the City Council.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

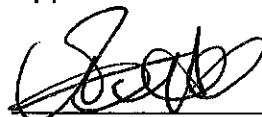
3 - Provide a quality infrastructure.

Prepared by:



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

Approved:



Robert Hall
Interim City Manager

ATTACHMENTS:

- (1) Traffic Calming Analysis Report

**Lola Avenue from Dale Street to Magnolia Avenue
Traffic Calming Analysis Report**

Prepared for:
City of Stanton

Prepared by:
W.G. Zimmerman Engineering, Inc.
17011 Beach Boulevard, Suite 1240
Huntington Beach, CA 92647
Phone: (714) 799 – 1700
Fax: (714) 333 – 4712

August 2018

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INTRODUCTION	3
METHODOLOGY	4
ANALYSIS	4
A. Traffic Volumes	4
B. Vehicle Speed	6
CONCLUSION	9
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INTRODUCTION

The purpose of this report is to present the findings of the efficiency of traffic calming measures along Lola Avenue between Dale Avenue and Magnolia Avenue. A traffic analysis was performed by W.G. Zimmerman Engineering in 2017 in response to the residents' concerns regarding unusually high volume of through traffic and number of speeding vehicles along Lola Avenue between Dale Avenue and Magnolia Avenue. Based on the recommendations from the traffic study, City implemented following measures;

- Double yellow centerline stripe along Lola Avenue between Dale Avenue and Magnolia Avenue.
- Two (2) Radar speed limit sign with feedback between Dale Avenue and Macduff Street and between Sherrill Street and Magnolia Avenue.
- Two 3" high speed cushions with advanced warning sign between Macduff Street and Sherrill Street.

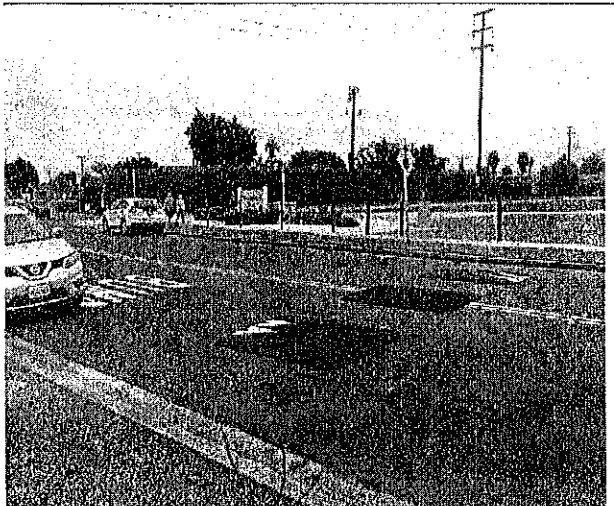
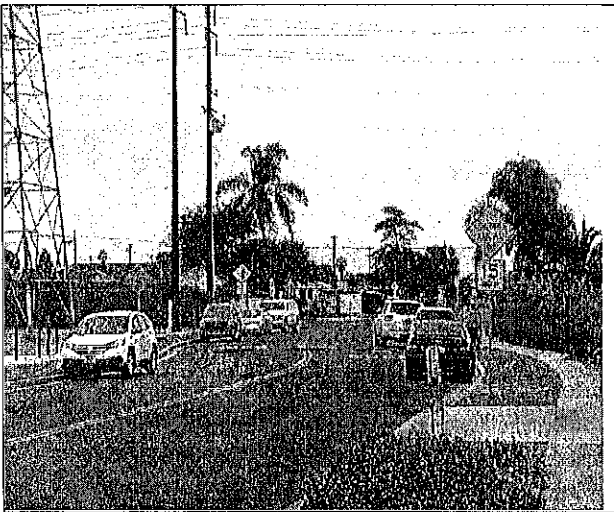


Figure 1: Speed Cushion with Advanced Warning Sign

It was recommended to reevaluate the efficiency of traffic calming measures after the six months of the implementation. At the request of the City, this report analyzes the efficiency of installed traffic calming measures.

METHODOLOGY

To analyze the efficiency of installed traffic calming measures on Lola Avenue, the average daily traffic (ADT) and vehicle speed will be used and will be compared with the data gathered in year 2017.

ANALYSIS

A. Traffic Volumes

The traffic data was collected utilizing a combination of manual and automatic methods. Counts Unlimited, Inc. was selected to collect vehicle speed and roadway average daily traffic within the study area. The traffic data is provided in Appendix A. Traffic volumes were used to evaluate traffic patterns along Lola Avenue. The average daily traffic (ADT) counts were conducted in August 2018 and compared with the ADT in 2017 for eastbound and westbound traffic on Lola Avenue. The ADT comparison is summarized in Table 1 and is displayed graphically by Figure 2 and 3.

Table 1: Lola Avenue ADT Table

Road Segments	ADT (24 Hr.)								
	EB			WB			TOTAL		
	2017	2018	%	2017	2018	%	2017	2018	%
Dale Street to Macduff Street	586	544	-7%	633	552	-13%	1219	1096	-10%
Macduff Street to Sherrill Street	728	685	-6%	768	667	-13%	1496	1352	-10%
Sherrill Street to Magnolia Avenue	589	568	-4%	593	554	-7%	1182	1122	-5%
Average	635	599	-6%	664	591	-11%	1299	1190	-8%

As shown in Table 1, the average daily traffic (ADT) on Lola Avenue reduced from 1299 in year 2017 to 1190 in year 2018. The traffic calming measures caused the ADT (Both directions combined) on Lola Avenue reduced by 10% on Dale Avenue and MacDuff Street segment, reduced by 10% on MacDuff

Street and Sherrill Street segment, and reduced by 5% on Sherrill Street and Magnolia Avenue segment. The majority of reduction occurs on westbound direction on Lola Avenue, which shows that it is possible that the traffic calming measures dissuade drivers to use Lola Avenue as an alternative to avoid traffic on Ball Road.

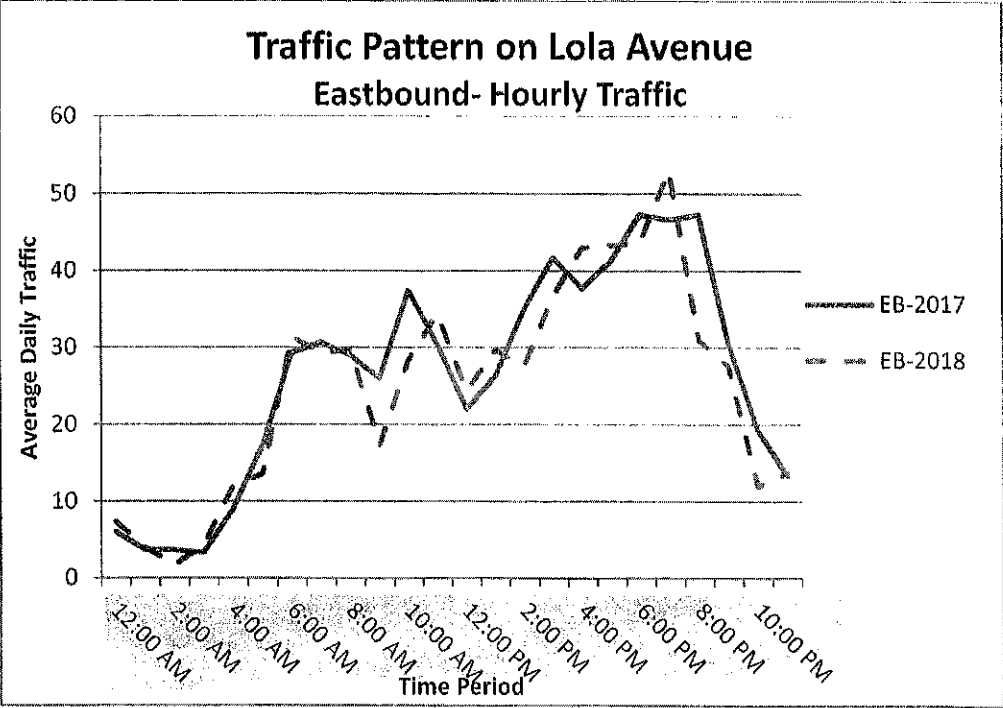


Figure 2: Eastbound Lola Avenue ADT Graphs

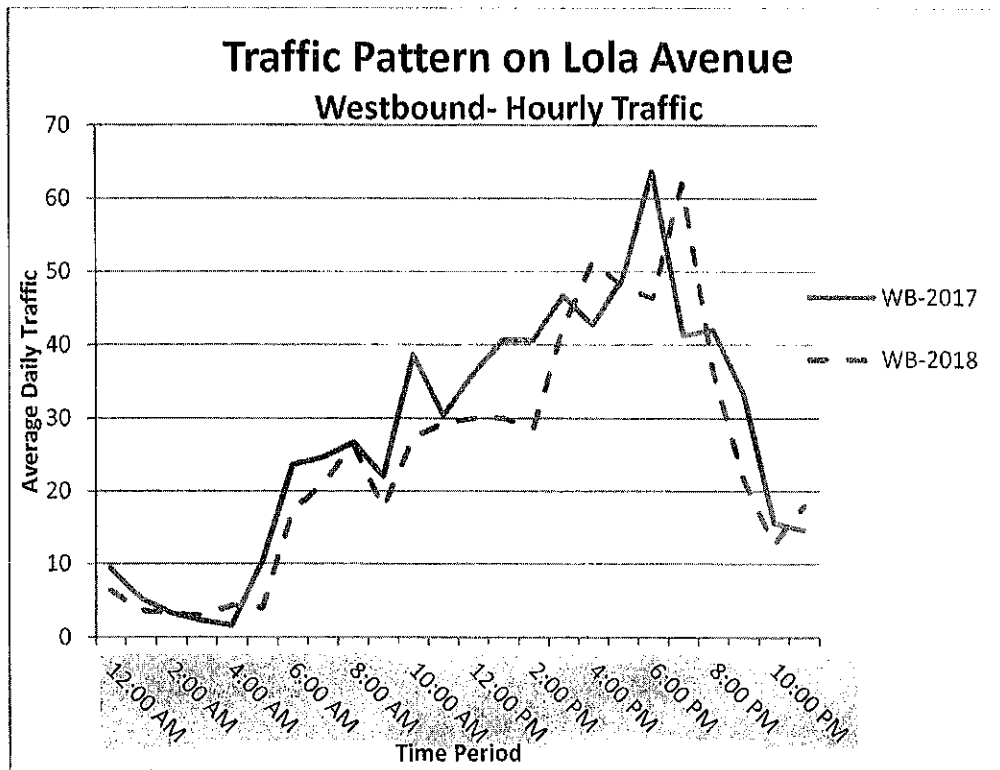


Figure 3: Westbound Lola Avenue ADT Graphs

As shown in Figures 2 and 3, the number of vehicles on Lola Avenue was reduced in 2018 after traffic calming measures during most of the day.

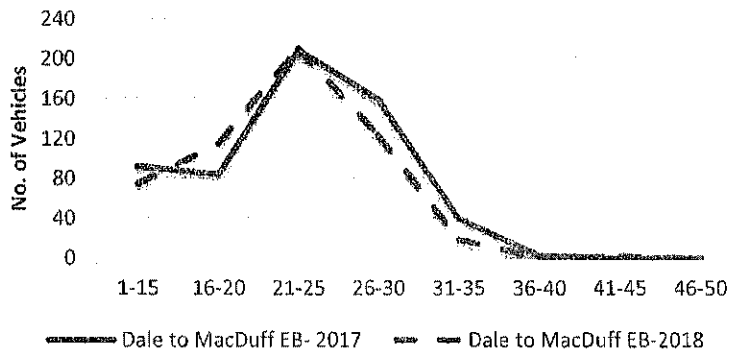
B. Vehicle Speed

A speed survey was conducted on August 7, 2018 to measure the traffic patterns along Lola Avenue. The comparison of vehicle speeds on Lola Avenue in 2017 (before traffic calming mitigation) and 2018 (after traffic calming mitigation) are displayed graphically by Figures 4 to 6.

1. Dale Avenue to MacDuff Street

A Radar speed limit sign with feedback was installed between Dale Avenue and Macduff Street. Based on the radar speed survey data, the number of vehicles at this segment who drives above the posted speed limit of 25 mph reduced from 202 to 145 in the eastbound direction and from 182 to 147 in the westbound direction (See Figure 4). The 85th percentile speed for eastbound direction decreases from 28 mph in 2017 to 27 mph in 2018 while 85th percentile speed for westbound direction remains 27 mph from 2017 to 2018.

Traffic Pattern on Lola Avenue Eastbound Traffic Speed



Traffic Pattern on Lola Avenue Westbound Traffic Speed

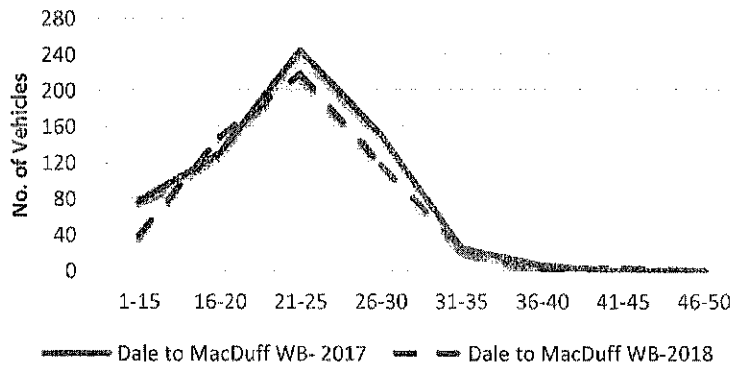
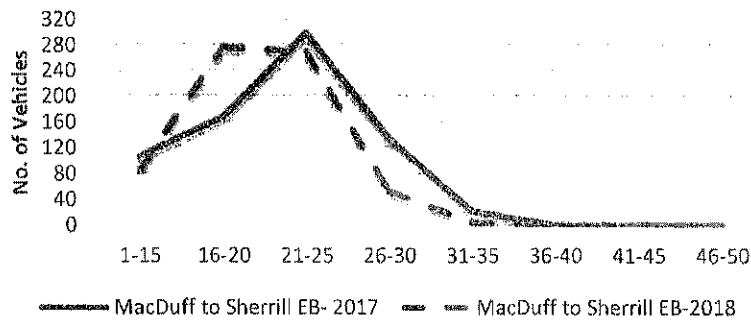


Figure 4: Dale Avenue to MacDuff Street Vehicle Speed Graphs

2. MacDuff Street to Sherrill Street

Speed cushions with advanced warning were installed between Macduff Street and Sherrill Street. Based on the radar speed survey data, the number of vehicles at this segment who drives above the posted speed limit of 25 mph reduced from 157 to 57 in the eastbound direction and from 338 to 85 in the westbound direction (See Figure 5). The 85th percentile speed for eastbound direction decreases from 26 mph in 2017 to 24 mph in 2018 while 85th percentile speed for westbound direction decreases from 29 mph in 2017 to 24 mph in 2018.

Traffic Pattern on Lola Avenue Eastbound Traffic Speed



Traffic Pattern on Lola Avenue Westbound Traffic Speed

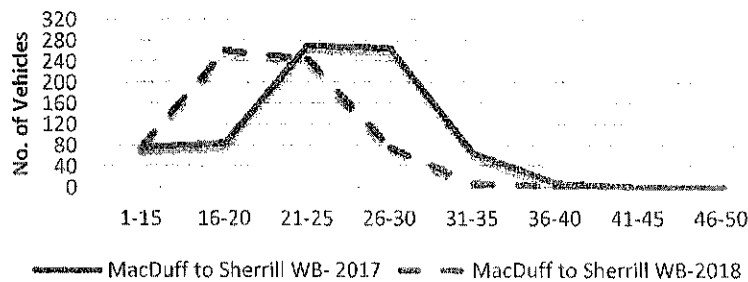
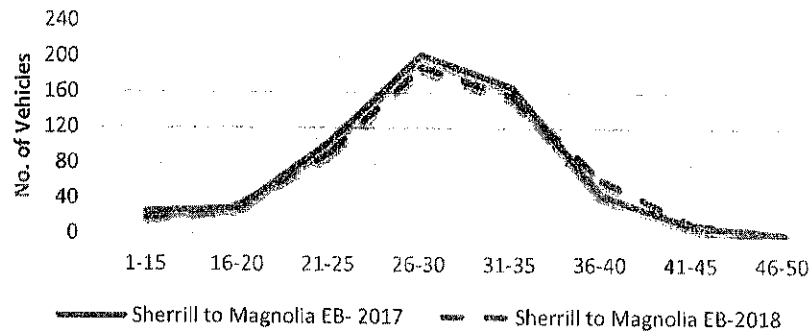


Figure 5: MacDuff Street to Sherrill Street Vehicle Speed Graphs

3. Sherrill Street and Magnolia Avenue

A Radar speed limit sign with feedback was installed between Sherrill Street and Magnolia Avenue. Based on the radar speed survey data, the number of vehicles at this segment who drives above the posted speed limit of 25 mph reduced from 428 to 423 in the eastbound direction and from 437 to 360 in the westbound direction (See Figure 6). The 85th percentile speed for eastbound direction decreases from 38 mph in 2017 to 34 mph in 2018. The 85th percentile speed for westbound direction decreases from 38 mph in 2017 to 33 mph in 2018.

Traffic Pattern on Lola Avenue Eastbound Traffic Speed



Traffic Pattern on Lola Avenue Westbound Traffic Speed

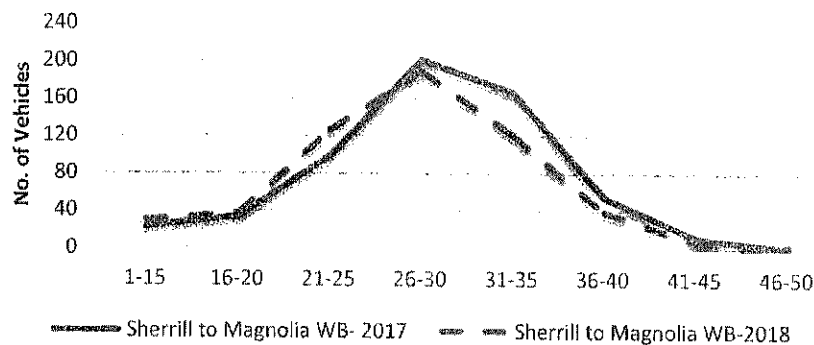


Figure 6: Sherrill Street to Magnolia Avenue Vehicle Speed Graphs

CONCLUSION

The primary focus of this study is to analyze the efficiency of traffic calming measures along the residential street, Lola Avenue between Dale Street and Magnolia Avenue.

- The number of vehicles which drive along Lola Avenue between Dale Avenue and MacDuff Street above the posted speed limit of 25 mph reduced 28% in eastbound direction and 19% in westbound direction after the installation of radar speed limit sign with feedback.
- The number of vehicles which drive along Lola Avenue between MacDuff Street and Sherrill Street above the posted speed limit of 25 mph reduced 64% in eastbound direction and 75% in westbound direction after the installation of two 3" high speed cushions with advanced warning sign.

- The number of vehicles which drive along Lola Avenue between Sherrill Street and Magnolia Avenue above the posted speed limit of 25 mph reduced 1% in eastbound direction and 18% in westbound direction after the installation of radar speed limit sign with feedback.

An analysis of the traffic data shows that a combination of the traffic calming measures potentially caused an average of 21% in the reduction of the number of vehicles which drive along Lola Avenue above the posted speed limit of 25 mph.

ATTACHMENT A

Traffic Counts

Counts Unlimited, Inc.

Page 1

City of Stanton
 Lola Avenue
 B/ Sheriff Avenue - Magnolia Avenue
 24 Hour Directional Speed Survey

PO Box 1178
 Corona, CA 92878
 Phone: (951) 268-6268
 email: counts@countsunlimited.com

STN003
 Site Code: 999-17450

Eastbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	80	Total
07/06/17	0	0	0	1	0	0	1	0	0	0	0	0	0	0	2
01:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	1	2	2	0	0	0	0	0	0	0	0	0	5
03:00	0	0	0	2	0	1	0	0	0	0	0	0	0	0	3
04:00	0	0	5	5	2	1	0	0	0	0	0	0	0	0	13
05:00	1	1	5	8	6	2	0	0	0	0	0	0	0	0	23
06:00	0	0	8	12	5	6	1	0	0	0	0	0	0	0	32
07:00	0	3	1	17	14	3	1	0	0	0	0	0	0	0	39
08:00	2	0	3	18	9	1	2	0	0	0	0	0	0	0	35
09:00	2	1	10	9	3	2	1	0	0	0	0	0	0	0	28
10:00	7	5	10	5	10	4	0	0	0	0	0	0	0	0	41
11:00	2	1	4	9	13	2	1	0	0	0	0	0	0	0	32
12 PM	0	0	4	7	6	1	0	0	0	0	0	0	0	0	18
13:00	0	1	1	7	8	2	0	0	0	0	0	0	0	0	19
14:00	0	1	8	10	8	3	0	0	0	0	0	0	0	0	30
15:00	0	2	4	12	12	3	0	0	0	0	0	0	0	0	33
16:00	4	0	2	18	10	2	0	0	0	0	0	0	0	0	36
17:00	2	3	6	8	7	1	2	0	0	0	0	0	0	0	29
18:00	1	3	5	9	16	3	1	0	0	0	0	0	0	0	38
19:00	0	2	9	12	18	3	1	1	0	0	0	0	0	0	46
20:00	1	5	7	19	5	0	0	0	0	0	0	0	0	0	37
21:00	0	0	5	4	8	2	0	1	0	0	0	0	0	0	20
22:00	1	0	4	7	5	2	0	0	0	0	0	0	0	0	19
23:00	3	2	3	1	0	1	0	0	0	0	0	0	0	0	10
Total	26	30	105	203	167	45	11	2	0	0	0	0	0	0	589

Daily
 15th Percentile : 21 MPH
 50th Percentile : 28 MPH
 85th Percentile : 34 MPH
 95th Percentile : 38 MPH

Statistics
 Mean Speed(Average) : 28 MPH
 10 MPH Pace Speed : 26-35 MPH
 Number in Pace : 370
 Percent in Pace : 62.8%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc.

Page 2

City of Stanton
Lola Avenue
B/ Sherill Avenue - Magnolia Avenue
24 Hour Directional Speed Survey

PO Box 1178
Corona, CA 92878
Phone: (951) 268-6268
email: counts@countsunlimited.com

STN003
Site Code: 999-17450

Westbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
07/06/17	1	0	0	6	1	0	0	0	0	0	0	0	0	0	8
01:00	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3
02:00	1	0	0	0	3	0	0	0	0	0	0	0	0	0	4
03:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
04:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
05:00	0	0	0	3	3	1	0	0	0	0	0	0	0	0	7
06:00	0	0	3	3	6	2	0	0	0	0	0	0	0	0	14
07:00	1	1	2	2	7	4	0	0	0	0	0	0	0	0	17
08:00	0	2	5	3	5	3	1	0	0	0	0	0	0	0	19
09:00	0	0	1	4	6	1	0	0	0	0	0	0	0	0	12
10:00	3	2	6	14	10	0	1	0	0	0	0	0	0	0	36
11:00	2	3	3	9	14	4	0	0	0	0	0	0	0	0	35
12 PM	0	0	5	6	18	3	0	0	0	0	0	0	0	0	32
13:00	1	1	4	10	11	10	1	0	0	0	0	0	0	0	38
14:00	1	3	10	11	7	4	1	0	0	0	0	0	0	0	37
15:00	2	3	11	16	13	0	2	1	0	0	0	0	0	0	48
16:00	0	2	1	23	6	3	0	0	0	0	0	0	0	0	35
17:00	2	1	11	17	17	3	3	0	0	0	0	0	0	0	54
18:00	4	2	6	26	19	7	0	0	0	0	0	0	0	0	64
19:00	2	5	8	11	9	2	2	0	0	0	0	0	0	0	39
20:00	0	2	9	18	4	3	1	0	0	0	0	0	0	0	37
21:00	2	2	4	14	3	2	0	0	0	0	0	0	0	0	27
22:00	1	3	3	2	2	1	0	0	0	0	0	0	0	0	12
23:00	0	1	6	2	2	1	0	0	0	0	0	0	0	0	12
Total	23	34	99	202	167	55	12	1	0	0	0	0	0	0	593

Daily
15th Percentile : 21 MPH
50th Percentile : 28 MPH
85th Percentile : 34 MPH
95th Percentile : 38 MPH

Statistics
Mean Speed(Average) : 28 MPH
10 MPH Pace Speed : 26-35 MPH
Number in Pace : 369
Percent in Pace : 62.2%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc.

Page 3

City of Stanton
Lola Avenue
B/ Sherill Avenue - Magnolia Avenue
24 Hour Directional Speed Survey

PO Box 1178
Corona, CA 92878
Phone: (951) 268-6268
email: counts@countsunlimited.com

STN003
Site Code: 999-17450

Eastbound, Westbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
07/06/17	1	0	0	7	1	0	1	0	0	0	0	0	0	0	10
01:00	0	0	0	3	1	0	0	0	0	0	0	0	0	0	4
02:00	1	0	1	2	5	0	0	0	0	0	0	0	0	0	9
03:00	0	1	1	2	0	1	0	0	0	0	0	0	0	0	5
04:00	0	0	5	5	2	2	0	0	0	0	0	0	0	0	14
05:00	1	1	5	11	9	3	0	0	0	0	0	0	0	0	30
06:00	0	0	11	15	11	8	1	0	0	0	0	0	0	0	46
07:00	1	4	3	19	21	7	1	0	0	0	0	0	0	0	56
08:00	2	2	8	21	14	4	3	0	0	0	0	0	0	0	54
09:00	2	1	11	13	9	3	1	0	0	0	0	0	0	0	40
10:00	10	7	16	19	20	4	1	0	0	0	0	0	0	0	77
11:00	4	4	7	18	27	6	1	0	0	0	0	0	0	0	67
12 PM	0	0	9	13	24	4	0	0	0	0	0	0	0	0	50
13:00	1	2	5	17	19	12	1	0	0	0	0	0	0	0	57
14:00	1	4	18	21	15	7	1	0	0	0	0	0	0	0	67
15:00	2	5	15	28	25	3	2	1	0	0	0	0	0	0	81
16:00	4	2	3	41	16	5	0	0	0	0	0	0	0	0	71
17:00	4	4	17	25	24	4	5	0	0	0	0	0	0	0	83
18:00	5	5	11	35	35	10	1	0	0	0	0	0	0	0	102
19:00	2	7	17	23	27	5	3	1	0	0	0	0	0	0	85
20:00	1	7	16	37	9	3	1	0	0	0	0	0	0	0	74
21:00	2	2	9	18	11	4	0	1	0	0	0	0	0	0	47
22:00	2	3	7	9	7	3	0	0	0	0	0	0	0	0	31
23:00	3	3	9	3	2	2	0	0	0	0	0	0	0	0	22
Total	49	64	204	405	334	100	23	3	0	0	0	0	0	0	1182

Daily
15th Percentile : 21 MPH
50th Percentile : 28 MPH
85th Percentile : 34 MPH
95th Percentile : 38 MPH

Statistics
Mean Speed(Average) : 28 MPH
10 MPH Pace Speed : 26-35 MPH
Number in Pace : 739
Percent in Pace : 62.5%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc.

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City of Stanton
Lola Avenue
B/ Macduff Street - Sherill Street
24 Hour Directional Speed Survey

PO Box 1178
Corona, CA 92878
Phone: (951) 268-6268
email: counts@countsunlimited.com

STN002
Site Code: 999-17450

Eastbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
07:00/17	2	2	3	0	1	0	0	0	0	0	0	0	0	0	8
01:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3
02:00	1	2	1	0	0	0	0	0	0	0	0	0	0	0	4
03:00	0	0	3	1	0	0	0	0	0	0	0	0	0	0	4
04:00	0	2	3	2	1	0	0	0	0	0	0	0	0	0	8
05:00	2	5	8	2	0	0	0	0	0	0	0	0	0	0	17
06:00	2	8	16	8	0	0	0	0	0	0	0	0	0	0	34
07:00	4	5	12	10	2	0	0	0	0	0	0	0	0	0	33
08:00	8	8	16	4	0	0	0	0	0	0	0	0	0	0	36
09:00	2	10	14	6	1	0	0	0	0	0	0	0	0	0	33
10:00	5	9	15	7	0	0	0	0	0	0	0	0	0	0	36
11:00	3	3	14	11	1	0	0	0	0	0	0	0	0	0	32
12 PM	2	8	6	10	1	0	0	0	0	0	0	0	0	0	27
13:00	5	7	16	5	1	0	0	0	0	0	0	0	0	0	34
14:00	9	7	19	8	0	0	0	0	0	0	0	0	0	0	43
15:00	11	5	21	8	5	0	0	0	0	0	0	0	0	0	50
16:00	2	13	19	7	2	0	0	0	0	0	0	0	0	0	43
17:00	9	9	20	6	0	1	0	0	0	0	0	0	0	0	45
18:00	13	11	20	12	2	0	0	0	0	0	0	0	0	0	58
19:00	8	15	24	8	1	0	0	0	0	0	0	0	0	0	56
20:00	12	15	19	5	2	0	0	0	0	0	0	0	0	0	53
21:00	3	12	17	8	0	0	0	0	0	0	0	0	0	0	40
22:00	2	6	9	2	0	0	0	0	0	0	0	0	0	0	19
23:00	1	5	1	3	2	0	0	0	0	0	0	0	0	0	12
Total	106	167	298	134	22	1	0	0	0	0	0	0	0	0	728

Daily
15th Percentile : 15 MPH
50th Percentile : 21 MPH
85th Percentile : 26 MPH
95th Percentile : 29 MPH

Statistics
Mean Speed(Average) : 21 MPH
10 MPH Pace Speed : 16-25 MPH
Number in Pace : 465
Percent in Pace : 63.9%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc.

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City of Stanton
Lola Avenue
B/ Macduff Street - Sherill Street
24 Hour Directional Speed Survey

PO Box 1178
Corona, CA 92878
Phone: (951) 268-6268
email: counts@countsunlimited.com

STN002
Site Code: 999-17450

Westbound

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	
07/06/17	1	3	5	0	1	0	0	0	0	0	0	0	0	0	10
01:00	0	1	3	1	1	0	0	0	0	0	0	0	0	0	6
02:00	1	0	1	1	1	0	0	0	0	0	0	0	0	0	4
03:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
04:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
05:00	1	0	2	7	0	0	0	0	0	0	0	0	0	0	10
06:00	3	1	9	10	4	0	0	0	0	0	0	0	0	0	27
07:00	1	0	7	11	6	0	0	0	0	0	0	0	0	0	25
08:00	2	3	10	13	5	0	0	0	0	0	0	0	0	0	33
09:00	2	2	12	10	2	0	0	0	0	0	0	0	0	0	28
10:00	8	3	13	19	2	0	0	0	0	0	0	0	0	0	45
11:00	1	1	8	19	2	0	0	0	0	0	0	0	0	0	31
12 PM	2	3	11	20	4	2	0	0	0	0	0	0	0	0	42
13:00	2	7	11	14	8	2	0	0	0	0	0	0	0	0	44
14:00	4	8	17	17	4	2	0	0	0	0	0	0	0	0	52
15:00	6	8	13	15	5	1	0	0	0	0	0	0	0	0	48
16:00	9	6	21	17	5	0	0	0	0	0	0	0	0	0	58
17:00	3	7	21	18	5	0	0	0	0	0	0	0	0	0	54
18:00	4	6	37	22	2	0	0	0	0	0	0	0	0	0	71
19:00	10	4	21	17	0	0	0	0	0	0	0	0	0	0	52
20:00	9	9	18	9	4	1	0	0	0	0	0	0	0	0	50
21:00	2	8	13	15	2	0	0	0	0	0	0	0	0	0	40
22:00	3	2	8	4	1	0	0	0	0	0	0	0	0	0	18
23:00	2	2	7	4	1	0	0	0	0	0	0	0	0	0	16
Total	76	84	270	266	65	8	0	0	0	0	0	0	0	0	768

Daily
15th Percentile : 17 MPH
50th Percentile : 24 MPH
85th Percentile : 29 MPH
95th Percentile : 32 MPH

Statistics
Mean Speed(Average) : 24 MPH
10 MPH Pace Speed : 21-30 MPH
Number in Pace : 535
Percent in Pace : 69.7%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc.

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City of Stanton
Lola Avenue
B/ Macduff Street - Sherill Street
24 Hour Directional Speed Survey

PO Box 1178
Corona, CA 92878
Phone: (951) 268-6268
email: counts@countsunlimited.com

STN002
Site Code: 999-17450

Eastbound, Westbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
07/06/17	3	5	8	0	2	0	0	0	0	0	0	0	0	0	18
01:00	0	1	5	2	1	0	0	0	0	0	0	0	0	0	9
02:00	2	2	2	1	1	0	0	0	0	0	0	0	0	0	8
03:00	0	0	5	1	0	0	0	0	0	0	0	0	0	0	6
04:00	0	2	3	4	1	0	0	0	0	0	0	0	0	0	10
05:00	3	5	10	9	0	0	0	0	0	0	0	0	0	0	27
06:00	5	9	25	18	4	0	0	0	0	0	0	0	0	0	61
07:00	5	5	19	21	8	0	0	0	0	0	0	0	0	0	58
08:00	10	11	26	17	5	0	0	0	0	0	0	0	0	0	69
09:00	4	12	26	16	3	0	0	0	0	0	0	0	0	0	61
10:00	13	12	28	26	2	0	0	0	0	0	0	0	0	0	81
11:00	4	4	22	30	3	0	0	0	0	0	0	0	0	0	63
12 PM	4	11	17	30	5	2	0	0	0	0	0	0	0	0	69
13:00	7	14	27	19	9	2	0	0	0	0	0	0	0	0	78
14:00	13	15	36	25	4	2	0	0	0	0	0	0	0	0	95
15:00	17	13	34	23	10	1	0	0	0	0	0	0	0	0	98
16:00	11	19	40	24	7	0	0	0	0	0	0	0	0	0	101
17:00	12	16	41	24	5	1	0	0	0	0	0	0	0	0	99
18:00	17	17	57	34	4	0	0	0	0	0	0	0	0	0	129
19:00	18	19	45	25	1	0	0	0	0	0	0	0	0	0	108
20:00	21	24	37	14	6	1	0	0	0	0	0	0	0	0	103
21:00	5	20	30	23	2	0	0	0	0	0	0	0	0	0	80
22:00	5	8	17	6	1	0	0	0	0	0	0	0	0	0	37
23:00	3	7	8	7	3	0	0	0	0	0	0	0	0	0	28
Total	182	251	568	399	87	9	0	0	0	0	0	0	0	0	1496

Daily
15th Percentile : 15 MPH
50th Percentile : 22 MPH
85th Percentile : 28 MPH
95th Percentile : 31 MPH

Statistics
Mean Speed(Average) : 22 MPH
10 MPH Pace Speed : 21-30 MPH
Number in Pace : 987
Percent in Pace : 64.6%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Dale Avenue - Macduff Street
 24 Hour Directional Speed Survey

Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92878
 Phone: (951) 268-6268
 email: counts@countsunlimited.com

Page 1

STN001
 Site Code: 999-17450

Eastbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
07/06/17	1	0	2	3	1	1	0	0	0	0	0	0	0	0	8
01:00	3	0	3	1	0	0	0	0	0	0	0	0	0	0	7
02:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
03:00	1	0	1	0	1	0	0	0	0	0	0	0	0	0	3
04:00	1	3	0	2	0	0	0	0	0	0	0	0	0	0	6
05:00	2	0	7	3	0	0	0	0	0	0	0	0	0	0	12
06:00	3	1	5	9	4	0	0	0	0	0	0	0	0	0	22
07:00	2	1	11	4	2	0	0	0	0	0	0	0	0	0	20
08:00	0	3	4	7	2	0	0	0	0	0	0	0	0	0	16
09:00	2	4	4	4	3	0	0	0	0	0	0	0	0	0	17
10:00	5	9	8	11	2	0	0	0	0	0	0	0	0	0	35
11:00	6	6	3	10	2	0	0	0	0	0	0	0	0	0	27
12 PM	1	4	8	4	4	0	0	0	0	0	0	0	0	0	21
13:00	4	1	9	10	2	0	0	0	0	0	0	0	0	0	26
14:00	1	1	15	12	2	1	0	0	0	0	0	0	0	0	32
15:00	2	3	17	15	4	1	0	0	0	0	0	0	0	0	42
16:00	2	5	9	16	2	0	0	0	0	0	0	0	0	0	34
17:00	14	8	16	11	1	0	0	0	0	0	0	0	0	0	50
18:00	7	5	18	13	3	0	0	0	0	0	0	0	0	0	46
19:00	7	5	20	3	3	0	0	0	0	0	0	0	0	0	38
20:00	15	11	17	9	0	0	0	0	0	0	0	0	0	0	52
21:00	5	5	15	6	1	0	0	0	0	0	0	0	0	0	32
22:00	6	5	5	4	0	0	0	0	0	0	0	0	0	0	20
23:00	2	2	11	2	1	0	0	0	0	0	0	0	0	0	18
Total	92	84	208	159	40	3	0	0	0	0	0	0	0	0	586

Daily
 15th Percentile : 14 MPH
 50th Percentile : 22 MPH
 85th Percentile : 28 MPH
 95th Percentile : 31 MPH

Statistics
 Mean Speed(Average) : 22 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 367
 Percent in Pace : 62.6%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc.

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City of Stanton
Lola Avenue
B/ Dale Avenue - Macduff Street
24 Hour Directional Speed Survey

PO Box 1178
Corona, CA 92878
Phone: (951) 268-6268
email: counts@countsunlimited.com

STN001
Site Code: 999-17450

Westbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
07/06/17	0	2	5	3	0	0	0	0	0	0	0	0	0	0	10
01:00	1	2	2	1	1	0	0	0	0	0	0	0	0	0	7
02:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
03:00	0	1	1	1	0	0	0	0	0	0	0	0	0	0	3
04:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2
05:00	2	3	5	4	0	0	0	0	0	0	0	0	0	0	14
06:00	2	4	17	4	3	0	0	0	0	0	0	0	0	0	30
07:00	2	0	13	15	2	0	0	0	0	0	0	0	0	0	32
08:00	1	5	7	11	4	0	0	0	0	0	0	0	0	0	28
09:00	0	2	15	4	4	1	0	0	0	0	0	0	0	0	26
10:00	4	10	10	10	1	0	0	0	0	0	0	0	0	0	35
11:00	3	3	9	8	2	0	0	0	0	0	0	0	0	0	25
12 PM	2	6	16	9	0	1	0	0	0	0	0	0	0	0	34
13:00	8	6	11	11	3	1	0	0	0	0	0	0	0	0	40
14:00	3	6	15	8	0	1	0	0	0	0	0	0	0	0	33
15:00	4	7	21	10	0	2	0	0	0	0	0	0	0	0	44
16:00	5	13	14	3	0	0	0	0	0	0	0	0	0	0	35
17:00	3	11	10	13	2	0	0	0	0	0	0	0	0	0	39
18:00	8	13	22	11	2	0	0	0	0	0	0	0	0	0	56
19:00	5	7	15	6	0	0	0	0	0	0	0	0	0	0	33
20:00	13	13	8	5	0	0	0	0	0	0	0	0	0	0	39
21:00	4	9	16	4	0	0	0	0	0	0	0	0	0	0	33
22:00	3	5	4	5	0	0	0	0	0	0	0	0	0	0	17
23:00	4	2	7	3	0	0	0	0	0	0	0	0	0	0	16
Total	77	130	244	151	25	6	0	0	0	0	0	0	0	0	633

Daily
15th Percentile : 15 MPH
50th Percentile : 22 MPH
85th Percentile : 27 MPH
95th Percentile : 29 MPH

Statistics
Mean Speed(Average) : 22 MPH
10 MPH Pace Speed : 21-30 MPH
Number in Pace : 395
Percent in Pace : 62.4%
Number of Vehicles > 55 MPH : 0
Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Dale Avenue - Macduff Street
 24 Hour Directional Speed Survey

Counts Unlimited, Inc.
 PO Box 1178
 Corona, CA 92878
 Phone: (951) 268-6268
 email: counts@countsunlimited.com

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STN001
 Site Code: 999-17450

Eastbound, Westbound

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
07/06/17	1	2	7	6	1	1	0	0	0	0	0	0	0	0	18
01:00	4	2	5	2	1	0	0	0	0	0	0	0	0	0	14
02:00	0	2	1	1	0	0	0	0	0	0	0	0	0	0	4
03:00	1	1	2	1	1	0	0	0	0	0	0	0	0	0	6
04:00	1	3	0	3	1	0	0	0	0	0	0	0	0	0	8
05:00	4	3	12	7	0	0	0	0	0	0	0	0	0	0	26
06:00	5	5	22	13	7	0	0	0	0	0	0	0	0	0	52
07:00	4	1	24	19	4	0	0	0	0	0	0	0	0	0	52
08:00	1	8	11	18	6	0	0	0	0	0	0	0	0	0	44
09:00	2	6	19	8	7	1	0	0	0	0	0	0	0	0	43
10:00	9	19	18	21	3	0	0	0	0	0	0	0	0	0	70
11:00	9	9	12	18	4	0	0	0	0	0	0	0	0	0	52
12 PM	3	10	24	13	4	1	0	0	0	0	0	0	0	0	55
13:00	12	7	20	21	5	1	0	0	0	0	0	0	0	0	66
14:00	4	7	30	20	2	2	0	0	0	0	0	0	0	0	65
15:00	6	10	38	25	4	3	0	0	0	0	0	0	0	0	86
16:00	7	18	23	19	2	0	0	0	0	0	0	0	0	0	69
17:00	17	19	26	24	3	0	0	0	0	0	0	0	0	0	89
18:00	15	18	40	24	5	0	0	0	0	0	0	0	0	0	102
19:00	12	12	35	9	3	0	0	0	0	0	0	0	0	0	71
20:00	28	24	25	14	0	0	0	0	0	0	0	0	0	0	91
21:00	9	14	31	10	1	0	0	0	0	0	0	0	0	0	65
22:00	9	10	9	9	0	0	0	0	0	0	0	0	0	0	37
23:00	6	4	18	5	1	0	0	0	0	0	0	0	0	0	34
Total	169	214	452	310	65	9	0	0	0	0	0	0	0	0	1219

Daily
 15th Percentile : 16 MPH
 50th Percentile : 22 MPH
 85th Percentile : 28 MPH
 95th Percentile : 31 MPH

Statistics
 Mean Speed(Average) : 22 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 762
 Percent in Pace : 62.5%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Dale Avenue - Macduff Street
 24 Hour Directional Speed Survey

Counts Unlimited, Inc
 PO Box 1178
 Corona, CA 92878
 Phone: 951-268-6268
 email: counts@countsunlimited.com

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STN001
 Site Code: 999-18577

Eastbound

Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76	
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
08/07/18	0	1	3	1	0	0	0	0	0	0	0	0	0	0	5
01:00	0	2	0	1	0	0	0	0	0	0	0	0	0	0	3
02:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
03:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00	1	2	3	0	0	0	0	0	0	0	0	0	0	0	6
05:00	0	2	6	0	1	0	0	0	0	0	0	0	0	0	9
06:00	3	9	8	1	0	0	0	0	0	0	0	0	0	0	21
07:00	1	7	8	4	0	0	0	0	0	0	0	0	0	0	20
08:00	2	8	7	4	2	0	0	0	0	0	0	0	0	0	23
09:00	2	4	3	2	1	0	0	0	0	0	0	0	0	0	12
10:00	2	4	8	6	2	1	0	0	0	0	0	0	0	0	23
11:00	1	5	12	12	0	0	0	0	0	0	0	0	0	0	30
12 PM	2	3	7	9	1	0	1	0	0	0	0	0	0	0	23
13:00	1	0	12	12	1	0	0	0	0	0	0	0	0	0	26
14:00	6	3	8	7	0	0	0	0	0	0	0	0	0	0	24
15:00	3	8	19	7	2	0	0	0	0	0	0	0	0	0	39
16:00	3	6	20	8	2	0	1	0	0	0	0	0	0	0	40
17:00	9	5	14	13	4	0	0	0	0	0	0	0	0	0	45
18:00	7	9	13	13	2	0	0	0	0	0	0	0	0	0	44
19:00	16	18	17	5	0	0	0	0	0	0	0	0	0	0	56
20:00	8	8	12	4	0	0	0	0	0	0	0	0	0	0	32
21:00	2	4	15	9	0	0	0	0	0	0	0	0	0	0	30
22:00	0	1	10	2	1	0	0	0	0	0	0	0	0	0	14
23:00	3	5	5	3	0	0	0	0	0	0	0	0	0	0	16
Total	74	115	210	123	19	1	2	0	0	0	0	0	0	0	544

Daily
 15th Percentile : 15 MPH
 50th Percentile : 21 MPH
 85th Percentile : 27 MPH
 95th Percentile : 29 MPH

Statistics
 Mean Speed(Average) : 21 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 333
 Percent in Pace : 61.2%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Dale Avenue - Macduff Street
 24 Hour Directional Speed Survey

Counts Unlimited, Inc
 PO Box 1178
 Corona, CA 92678
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STN001
 Site Code: 999-18577

Westbound

Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76	
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
08/07/18	0	0	3	1	0	0	0	0	0	0	0	0	0	0	4
01:00	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4
03:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	3	2	1	0	0	0	0	0	0	0	0	0	0	6
05:00	0	0	4	1	0	0	0	0	0	0	0	0	0	0	5
06:00	4	6	14	6	0	0	0	0	0	0	0	0	0	0	30
07:00	0	2	7	12	3	0	0	0	0	0	0	0	0	0	24
08:00	1	5	14	10	2	0	0	0	0	0	0	0	0	0	32
09:00	0	4	9	3	1	0	0	0	0	0	0	0	0	0	17
10:00	2	4	12	6	1	0	0	0	0	0	0	0	0	0	25
11:00	2	6	9	8	1	0	0	0	0	0	0	0	0	0	26
12 PM	2	9	10	4	7	0	0	0	0	0	0	0	0	0	32
13:00	0	4	10	9	3	1	0	0	0	0	0	0	0	0	27
14:00	1	4	11	7	2	0	0	0	0	0	0	0	0	0	25
15:00	2	13	13	10	1	0	1	0	0	0	0	0	0	0	40
16:00	5	16	14	7	0	0	1	0	0	0	0	0	0	0	43
17:00	3	7	19	8	1	0	0	0	0	0	0	0	0	0	38
18:00	2	12	16	5	2	0	0	0	0	0	0	0	0	0	37
19:00	4	21	21	5	0	0	0	0	0	0	0	0	0	0	51
20:00	5	13	14	3	1	0	0	0	0	0	0	0	0	0	36
21:00	1	10	5	2	0	1	1	0	0	0	0	0	0	0	20
22:00	0	5	2	4	0	0	0	0	0	0	0	0	0	0	11
23:00	3	1	7	5	0	0	0	0	0	0	0	0	0	0	16
Total	39	148	218	117	25	2	3	0	0	0	0	0	0	0	552

Daily
 15th Percentile : 16 MPH
 50th Percentile : 22 MPH
 85th Percentile : 27 MPH
 95th Percentile : 30 MPH

Statistics
 Mean Speed(Average) : 22 MPH
 10 MPH Pace Speed : 16-25 MPH
 Number in Pace : 366
 Percent in Pace : 66.3%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Dale Avenue - Macduff Street
 24 Hour Directional Speed Survey

Counts Unlimited, Inc
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STN001
 Site Code: 999-18577

Eastbound, Westbound

Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76	
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
08/07/18	0	1	6	2	0	0	0	0	0	0	0	0	0	0	9
01:00	1	2	1	1	0	0	0	0	0	0	0	0	0	0	5
02:00	0	4	1	0	0	0	0	0	0	0	0	0	0	0	5
03:00	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3
04:00	1	5	5	1	0	0	0	0	0	0	0	0	0	0	12
05:00	0	2	10	1	1	0	0	0	0	0	0	0	0	0	14
06:00	7	15	22	7	0	0	0	0	0	0	0	0	0	0	51
07:00	1	9	15	16	3	0	0	0	0	0	0	0	0	0	44
08:00	3	13	21	14	4	0	0	0	0	0	0	0	0	0	55
09:00	2	8	12	5	2	0	0	0	0	0	0	0	0	0	29
10:00	4	8	20	12	3	1	0	0	0	0	0	0	0	0	48
11:00	3	11	21	20	1	0	0	0	0	0	0	0	0	0	56
12 PM	4	12	17	13	8	0	1	0	0	0	0	0	0	0	55
13:00	1	4	22	21	4	1	0	0	0	0	0	0	0	0	53
14:00	7	7	19	14	2	0	0	0	0	0	0	0	0	0	49
15:00	5	21	32	17	3	0	1	0	0	0	0	0	0	0	79
16:00	8	22	34	15	2	0	2	0	0	0	0	0	0	0	83
17:00	12	12	33	21	5	0	0	0	0	0	0	0	0	0	83
18:00	9	21	29	18	4	0	0	0	0	0	0	0	0	0	81
19:00	20	39	38	10	0	0	0	0	0	0	0	0	0	0	107
20:00	13	21	26	7	1	0	0	0	0	0	0	0	0	0	68
21:00	3	14	20	11	0	1	1	0	0	0	0	0	0	0	50
22:00	0	6	12	6	1	0	0	0	0	0	0	0	0	0	25
23:00	6	6	12	8	0	0	0	0	0	0	0	0	0	0	32
Total	113	283	428	240	44	3	5	0	0	0	0	0	0	0	1096

Daily
 15th Percentile : 15 MPH
 50th Percentile : 22 MPH
 85th Percentile : 27 MPH
 95th Percentile : 29 MPH

Statistics
 Mean Speed(Average) : 22 MPH
 10 MPH Pace Speed : 18-25 MPH
 Number in Pace : 691
 Percent in Pace : 63.0%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Macduff Street - Sherill Street
 24 Hour Directional Speed Survey

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STN002
 Site Code: 999-18577

Eastbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
08/07/18	0	4	4	1	0	0	0	0	0	0	0	0	0	0	9
01:00	5	0	1	1	0	0	0	0	0	0	0	0	0	0	7
02:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
03:00	0	1	3	0	0	0	0	0	0	0	0	0	0	0	4
04:00	1	6	6	2	0	0	0	0	0	0	0	0	0	0	15
05:00	2	4	8	1	0	0	0	0	0	0	0	0	0	0	15
06:00	3	20	11	1	0	0	0	0	0	0	0	0	0	0	35
07:00	7	17	10	0	0	0	0	0	0	0	0	0	0	0	34
08:00	5	16	9	2	0	0	0	0	0	0	0	0	0	0	32
09:00	4	9	5	0	0	0	0	0	0	0	0	0	0	0	18
10:00	3	13	14	2	0	0	0	0	0	0	0	0	0	0	32
11:00	1	16	21	3	0	0	0	0	0	0	0	0	0	0	41
12 PM	3	7	15	3	0	0	0	0	0	0	0	0	0	0	28
13:00	3	10	16	7	0	0	0	0	0	0	0	0	0	0	36
14:00	5	10	15	3	0	0	0	0	0	0	0	0	0	0	33
15:00	3	18	16	5	1	0	0	0	0	0	0	0	0	0	43
16:00	6	15	24	5	1	0	0	0	0	0	0	0	0	0	51
17:00	1	16	25	6	2	0	0	0	0	0	0	0	0	0	50
18:00	11	18	18	5	0	0	0	0	0	0	0	0	0	0	52
19:00	12	27	13	3	0	0	0	0	0	0	0	0	0	0	55
20:00	7	13	13	1	0	0	0	0	0	0	0	0	0	0	34
21:00	0	18	12	0	0	0	0	0	0	0	0	0	0	0	30
22:00	1	6	4	1	0	0	0	0	0	0	0	0	0	0	12
23:00	1	11	4	1	0	0	0	0	0	0	0	0	0	0	17
Total	84	276	268	53	4	0	0	0	0	0	0	0	0	0	685

Daily
 15th Percentile : 15 MPH
 50th Percentile : 19 MPH
 85th Percentile : 24 MPH
 95th Percentile : 27 MPH

Statistics
 Mean Speed(Average) : 20 MPH
 10 MPH Pace Speed : 16-25 MPH
 Number In Pace : 544
 Percent In Pace : 79.4%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Macduff Street - Sherill Street
 24 Hour Directional Speed Survey

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STN002
 Site Code: 999-18577

Westbound

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
	15	20	25	30	35	40	45	50	55	60	65	70	75	999	
08/07/18	0	4	4	0	1	0	0	0	0	0	0	0	0	0	9
01:00	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4
02:00	1	1	1	0	0	0	0	0	0	0	0	0	0	0	3
03:00	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4
04:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
05:00	0	2	2	1	0	0	0	0	0	0	0	0	0	0	5
06:00	1	8	6	0	0	0	0	0	0	0	0	0	0	0	15
07:00	0	4	12	8	1	0	0	0	0	0	0	0	0	0	26
08:00	4	12	13	3	0	0	0	0	0	0	0	0	0	0	32
09:00	3	8	7	2	2	0	0	0	0	0	0	0	0	0	20
10:00	3	7	16	8	0	0	0	0	0	0	0	0	0	0	34
11:00	4	14	13	6	0	0	0	0	0	0	0	0	0	0	37
12 PM	5	9	11	10	0	0	0	0	0	0	0	0	0	0	35
13:00	0	15	12	7	2	0	0	0	0	0	0	0	0	0	36
14:00	6	13	8	2	0	1	0	0	0	0	0	0	0	0	30
15:00	5	21	14	5	1	0	0	0	0	0	0	0	0	0	46
16:00	8	27	21	1	1	0	0	0	0	0	0	0	0	0	58
17:00	3	24	20	7	0	0	0	0	0	0	0	0	0	0	54
18:00	8	18	24	3	0	0	0	0	0	0	0	0	0	0	53
19:00	13	33	17	4	0	0	0	0	0	0	0	0	0	0	67
20:00	8	13	16	2	0	0	0	0	0	0	0	0	0	0	38
21:00	2	10	7	4	0	1	0	0	0	0	0	0	0	0	24
22:00	0	6	7	1	0	0	0	0	0	0	0	0	0	0	14
23:00	1	7	12	1	0	0	0	0	0	0	0	0	0	0	21
Total	77	260	246	75	8	2	0	0	0	0	0	0	0	0	667

Daily
 15th Percentile : 15 MPH
 50th Percentile : 19 MPH
 85th Percentile : 24 MPH
 95th Percentile : 28 MPH

Statistics
 Mean Speed(Average) : 20 MPH
 10 MPH Pace Speed : 16-25 MPH
 Number in Pace : 505
 Percent in Pace : 75.7%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Macduff Street - Sherill Street
 24 Hour Directional Speed Survey

Counts Unlimited, Inc
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STN002
 Site Code: 999-18577

Eastbound, Westbound

Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76	
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
08/07/18	0	8	8	1	1	0	0	0	0	0	0	0	0	0	18
01:00	5	3	2	1	0	0	0	0	0	0	0	0	0	0	11
02:00	1	2	2	0	0	0	0	0	0	0	0	0	0	0	5
03:00	2	3	3	0	0	0	0	0	0	0	0	0	0	0	8
04:00	1	7	8	2	0	0	0	0	0	0	0	0	0	0	18
05:00	2	6	10	2	0	0	0	0	0	0	0	0	0	0	20
06:00	4	28	17	1	0	0	0	0	0	0	0	0	0	0	50
07:00	7	21	22	8	1	0	0	0	0	0	0	0	0	0	59
08:00	9	28	22	5	0	0	0	0	0	0	0	0	0	0	64
09:00	7	15	12	2	2	0	0	0	0	0	0	0	0	0	38
10:00	6	20	30	10	0	0	0	0	0	0	0	0	0	0	66
11:00	5	30	34	9	0	0	0	0	0	0	0	0	0	0	78
12 PM	8	16	26	13	0	0	0	0	0	0	0	0	0	0	63
13:00	3	25	28	14	2	0	0	0	0	0	0	0	0	0	72
14:00	11	23	23	5	0	1	0	0	0	0	0	0	0	0	63
15:00	8	39	30	10	2	0	0	0	0	0	0	0	0	0	89
16:00	14	42	45	6	2	0	0	0	0	0	0	0	0	0	109
17:00	4	40	45	13	2	0	0	0	0	0	0	0	0	0	104
18:00	19	36	42	8	0	0	0	0	0	0	0	0	0	0	105
19:00	25	60	30	7	0	0	0	0	0	0	0	0	0	0	122
20:00	15	26	28	3	0	0	0	0	0	0	0	0	0	0	72
21:00	2	28	19	4	0	1	0	0	0	0	0	0	0	0	54
22:00	1	12	11	2	0	0	0	0	0	0	0	0	0	0	26
23:00	2	18	16	2	0	0	0	0	0	0	0	0	0	0	38
Total	181	536	513	128	12	2	0	0	0	0	0	0	0	0	1352

Daily
 15th Percentile : 15 MPH
 50th Percentile : 19 MPH
 85th Percentile : 24 MPH
 95th Percentile : 27 MPH

Statistics
 Mean Speed(Average) : 20 MPH
 10 MPH Pace Speed : 16-25 MPH
 Number in Pace : 1049
 Percent in Pace : 77.6%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Sherill Street - Magnolia Avenue
 24 Hour Directional Speed Survey

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Page 1

STN003
 Site Code: 999-18577

Eastbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
08/07/18	0	0	0	5	3	0	0	0	0	0	0	0	0	0	8
01:00	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2
02:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
03:00	0	0	0	3	1	3	0	0	0	0	0	0	0	0	7
04:00	0	0	1	6	3	5	0	0	0	0	0	0	0	0	15
05:00	0	0	3	6	5	3	0	0	0	0	0	0	0	0	17
06:00	1	1	2	17	14	3	0	0	0	0	0	0	0	0	38
07:00	0	2	6	14	9	3	0	0	0	0	0	0	0	0	34
08:00	1	1	6	14	7	5	0	0	0	0	0	0	0	0	34
09:00	2	1	2	9	7	0	0	1	0	0	0	0	0	0	22
10:00	2	0	8	7	10	3	0	0	0	0	0	0	0	0	30
11:00	1	2	8	9	9	2	1	0	0	0	0	0	0	0	32
12 PM	1	2	4	4	4	7	0	0	0	0	0	0	0	0	22
13:00	0	2	3	7	8	4	3	0	0	0	0	0	0	0	27
14:00	1	3	5	11	3	3	0	0	0	0	0	0	0	0	26
15:00	2	1	4	12	6	1	2	0	0	0	0	0	0	0	28
16:00	3	3	6	12	9	3	1	1	0	0	0	0	0	0	38
17:00	0	0	9	13	9	2	2	0	0	0	0	0	0	0	35
18:00	2	2	5	7	13	4	2	0	0	0	0	0	0	0	35
19:00	0	4	7	14	16	5	2	0	0	0	0	0	0	0	48
20:00	2	5	6	7	6	1	0	0	0	0	0	0	0	0	27
21:00	1	2	5	7	7	1	0	0	0	0	0	0	0	0	23
22:00	0	1	1	2	5	1	0	0	0	0	0	0	0	0	10
23:00	0	1	0	2	3	2	0	0	0	0	0	0	0	0	8
Total	19	33	93	189	157	62	13	2	0	0	0	0	0	0	568

Daily
 15th Percentile : 21 MPH
 50th Percentile : 28 MPH
 85th Percentile : 34 MPH
 95th Percentile : 38 MPH

Statistics
 Mean Speed(Average) : 29 MPH
 10 MPH Pace Speed : 26-35 MPH
 Number in Pace : 348
 Percent in Pace : 60.9%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 B/ Sherill Street - Magnolia Avenue
 24 Hour Directional Speed Survey

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Page 2

STN003
 Site Code: 999-18577

Westbound

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	76	Total
08/07/18	0	0	1	2	2	1	0	0	0	0	0	0	0	0	6
01:00	0	1	1	1	2	0	0	0	0	0	0	0	0	0	5
02:00	0	1	0	0	2	0	0	0	0	0	0	0	0	0	3
03:00	1	0	2	1	0	0	0	0	0	0	0	0	0	0	4
04:00	0	0	1	2	1	0	0	0	0	0	0	0	0	0	4
05:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
06:00	0	1	0	5	1	0	0	0	0	0	0	0	0	0	7
07:00	1	3	3	3	3	1	0	0	0	0	0	0	0	0	14
08:00	0	2	2	8	2	1	0	0	0	0	0	0	0	0	15
09:00	0	0	2	8	5	1	0	0	0	0	0	0	0	0	16
10:00	1	4	3	5	6	4	0	0	0	0	0	0	0	0	23
11:00	0	0	2	13	9	1	0	0	0	0	0	0	0	0	25
12 PM	1	2	7	7	5	1	0	0	0	0	0	0	0	0	23
13:00	0	3	8	7	6	3	0	0	0	0	0	0	0	0	27
14:00	8	1	8	7	5	1	1	0	0	0	0	0	0	0	31
15:00	1	3	12	10	7	6	1	1	0	0	0	0	0	0	41
16:00	4	4	11	26	6	1	0	1	0	0	0	0	0	0	53
17:00	3	0	13	19	9	4	4	0	0	0	0	0	0	0	52
18:00	0	1	10	16	15	6	0	1	0	0	0	0	0	0	49
19:00	5	6	17	21	16	3	0	0	0	0	0	0	0	0	68
20:00	2	3	9	12	5	4	0	0	0	0	0	0	0	0	35
21:00	2	1	8	6	3	0	1	0	0	0	0	0	0	0	21
22:00	0	0	4	5	3	1	0	0	0	0	0	0	0	0	13
23:00	1	1	2	6	7	0	0	0	0	0	0	0	0	0	17
Total	30	37	127	190	121	39	7	3	0	0	0	0	0	0	554

Daily
 15th Percentile : 20 MPH
 50th Percentile : 27 MPH
 85th Percentile : 33 MPH
 95th Percentile : 37 MPH

Statistics
 Mean Speed(Average) : 27 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 317
 Percent in Pace : 57.2%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

City of Stanton
 Lola Avenue
 E/ Sherill Street - Magnolia Avenue
 24 Hour Directional Speed Survey

Counts Unlimited, Inc
 PO Box 1178
 Corona, CA 92878
 Phone: 951-268-6268
 email: counts@countsunlimited.com

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STN003
 Site Code: 999-16577

Eastbound, Westbound

Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76	
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
08/07/18	0	0	1	7	5	1	0	0	0	0	0	0	0	0	14
01:00	0	1	2	1	2	1	0	0	0	0	0	0	0	0	7
02:00	0	1	1	1	2	0	0	0	0	0	0	0	0	0	5
03:00	1	0	2	4	1	3	0	0	0	0	0	0	0	0	11
04:00	0	0	2	8	4	5	0	0	0	0	0	0	0	0	19
05:00	0	0	4	6	6	3	0	0	0	0	0	0	0	0	19
06:00	1	2	2	22	15	3	0	0	0	0	0	0	0	0	45
07:00	1	5	9	17	12	4	0	0	0	0	0	0	0	0	48
08:00	1	3	8	22	9	6	0	0	0	0	0	0	0	0	49
09:00	2	1	4	17	12	1	0	1	0	0	0	0	0	0	38
10:00	3	4	11	12	16	7	0	0	0	0	0	0	0	0	53
11:00	1	2	10	22	18	3	1	0	0	0	0	0	0	0	57
12 PM	2	4	11	11	9	8	0	0	0	0	0	0	0	0	45
13:00	0	5	11	14	14	7	3	0	0	0	0	0	0	0	54
14:00	9	4	13	18	8	4	1	0	0	0	0	0	0	0	57
15:00	3	4	16	22	13	7	3	1	0	0	0	0	0	0	69
16:00	7	7	17	38	15	4	1	2	0	0	0	0	0	0	91
17:00	3	0	22	32	18	6	6	0	0	0	0	0	0	0	87
18:00	2	3	15	23	28	10	2	1	0	0	0	0	0	0	84
19:00	5	10	24	35	32	8	2	0	0	0	0	0	0	0	116
20:00	4	8	15	19	11	5	0	0	0	0	0	0	0	0	62
21:00	3	3	13	13	10	1	1	0	0	0	0	0	0	0	44
22:00	0	1	5	7	8	2	0	0	0	0	0	0	0	0	23
23:00	1	2	2	8	10	2	0	0	0	0	0	0	0	0	25
Total	49	70	220	379	278	101	20	5	0	0	0	0	0	0	1122

Daily
 15th Percentile : 21 MPH
 50th Percentile : 27 MPH
 85th Percentile : 34 MPH
 95th Percentile : 38 MPH

Statistics
 Mean Speed(Average) : 28 MPH
 10 MPH Pace Speed : 26-35 MPH
 Number in Pace : 657
 Percent in Pace : 58.6%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%