



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, JANUARY 22, 2019 - 6:30 P.M.**

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

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

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

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

**4. CLOSED SESSION**

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

Number of Potential Cases: 1

**4B. PUBLIC EMPLOYEE APPOINTMENT**  
**(Pursuant to Government Code Section 54957)**

Title: City Manager

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

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

**7. PLEDGE OF ALLEGIANCE**

**8. SPECIAL PRESENTATIONS AND AWARDS**

Business Appreciation: Recognition and presentation of Certificates of Appreciation to Stanton businesses celebrating milestones.

**9. CONSENT CALENDAR**

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

*Council Member Taylor to abstain from Consent Calendar Item 9C, line items 1 and 2.*

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

## CONSENT CALENDAR

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

**RECOMMENDED ACTION:**

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

- 9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated January 10, 2019 and January 17, 2019, in the amount of \$364,451.66.

- 9C. APPROVAL OF MINUTES**

1. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – March 13, 2018.
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – June 26, 2018.
3. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – January 8, 2019.

- 9D. DECEMBER 2018 INVESTMENT REPORT**

The Investment Report as of December 31, 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 December 2018.

**9E. DECEMBER 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of December 31, 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 December 2018.

**9F. DECEMBER 2018 INVESTMENT REPORT (HOUSING AUTHORITY)**

The Investment Report as of December 31, 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 December 2018.

**9G. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 12639-12817 BEACH BOULEVARD**

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

**RECOMMENDED ACTION:**

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

**9H. AWARD OF A CONTRACT FOR THE 2019 PAVEMENT MANAGEMENT PLAN UPDATE TO NICHOLS CONSULTING ENGINEERS**

The Pavement Management Plan (PMP) 2019 Update will provide the City with an updated pavement management plan. The PMP is used to determine which roads are to be rehabilitated each year and is a requirement of Measure M funding from the County. Staff recommends that the firm of Nichols Consulting Engineers be retained to prepare the Pavement Management System 2019 update.

**RECOMMENDED ACTION:**

1. City Council declares this project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301h; and
2. Award a contract to Nichols Consulting Engineers for the 2019 Pavement Management Plan Update.

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

The Civic Center and Library Painting project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$46,200.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of January 22, 2019 and recommends that the City Council accept the completed work performed on this project.

The contract for the Civic Center and Library Painting Project is for \$38,000.00. Change orders approved at staff level exceeded the 10% maximum authorized at the time of award. Additional costs arose throughout the project in the total of \$8,200.00. Therefore, Staff requests that the Council authorize the final change order in the total amount of \$8,200.00. This change order was to paint the metal flashing throughout the Civic Center and find a solution for the uniform texture on the exterior walls.

**RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Approve Change Order No. 01 and additional funds in the total additive amount of \$8,200.00 to Dulux Painting, Inc. for the Civic Center and Library Painting Project; and
3. Authorize the Mayor to execute Change Order No. 01 and appropriate additional funds; and
4. Approve Budget Adjustment No. 2019-06 to appropriate \$8200 to the City Hall Plaza Improvements account in the Capital Project Fund for this project; and
5. Accept the completion of improvements for the Civic Center and Library Painting Project, as certified by the City Engineer, and affix the date of January 22, 2019 as the date of completion of all work on this project; and
6. Approve the final construction contract amount of \$46,200.00 with Dulux Painting, Inc.; and
7. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Recorder of the County of Orange; and
8. Direct City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to Dulux Painting, Inc. in the amount of \$2,310.00.

**9J. RESOLUTION 2019-01 OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2017-187 FOR THE PROPERTY LOCATED AT 7901-7955 GARDEN GROVE BOULEVARD AND 12775-12975 BEACH BOULEVARD**

The final parcel map for the development located at 7901-7955 Garden Grove Boulevard and 12775-12975 Beach Boulevard has been completed and reviewed by all required departments and agencies. This final parcel map is in compliance with the City's General Plan and zoning land use designation.

**RECOMMENDED ACTION:**

1. City Council find that the adoption of the resolution is categorically exempt under Section 15332, Class 32 (In-Fill Development Projects); and
2. Adopt Resolution No. 2019-01 approving Final Parcel Map No. 2017-187, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2017-187 FOR THE PROPERTY LOCATED AT 7901-7955 GARDEN GROVE BOULEVARD AND 12775-12975 BEACH BOULEVARD”;** and

3. Find that the recordation of Final Parcel Map No. 2017-187 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, and any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code.

## **9K. PROPOSED CHANGES TO PERSONNEL RULES AND REGULATIONS**

The City Council has established Personnel Rules and Regulations as set forth in Title II, Chapter 2.44 of the Stanton Municipal Code. From time to time the provisions of the Personnel Rules are changed based on changes in federal or state law or the needs of the organization have changed.

### **RECOMMENDED ACTION:**

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378 (b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Approve Resolution No. 2019-02 amending the City of Stanton Personnel Rules and Regulations, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING AND ADOPTING PERSONNEL RULES FOR THE ADMINISTRATION OF THE CITY'S PERSONNEL SYSTEM AND REPEALING ALL OTHER RESOLUTIONS AND MOTIONS INCONSISTENT HERewith".**

### **END OF CONSENT CALENDAR**

**10. PUBLIC HEARINGS      None.**

**11. UNFINISHED BUSINESS      None.**



## **12. NEW BUSINESS**

### **12A. WOMEN OF DISTINCTION AWARDS PROGRAM SELECTION COMMITTEE**

In June of 2018 the City Council provided staff with direction to implement a Women of Distinction Awards Program.

#### **RECOMMENDED ACTION:**

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. City Council receive the staff report and appoint members as proposed to serve on the Women of Distinction Awards Program Selection Committee.

### **12B. CONSIDERATION OF MOVING TO ONE COUNCIL MEETING PER MONTH**

Recent questions have been presented about moving Stanton City Council meetings to once a month. This report reviews some of the benefits and consequences of such an action.

#### **RECOMMENDED ACTION:**

City Council discuss the agenda item and provide direction to staff.

### **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 17<sup>th</sup> day of January, 2019.

s/ Patricia A. Vazquez, City Clerk/Secretary

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**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**

January 10, 2019	\$144,924.80
January 17, 2019	\$219,526.86


\$364,451.66
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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

# DRAFT

## MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON REGULAR MEETING MARCH 13, 2018

### 1. CALL TO ORDER / CLOSED SESSION

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

### 2. ROLL CALL

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

Absent: None.

Excused: None.

### 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS                      None.

### 4. CLOSED SESSION

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

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

Number of Potential Cases: 5

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

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

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

The meeting was called to order at 6:32 p.m. by Mayor Shawver.

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

The City Attorney reported that there was no reportable action.

9C

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### **6. PLEDGE OF ALLEGIANCE**

Led by Lieutenant Nate L. Wilson, Orange County Sheriff's Department.

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

- Dr. Frank Donovan, Magnolia School District Superintendent and Ms. Dawn R. Breese, Principal presented the City with a certificate of appreciation expressing their gratitude to the City for its generosity to the young scholars, their families, and faculty/staff of Robert M. Pyles Elementary School and for the City's support of the Robert M. Pyles STEM Academy.
- Dr. Frank Donovan, Magnolia School District Superintendent and Ms. Dawn R. Breese, Principal presented the City with a letter of appreciation, expressing their gratitude to Mr. Allan Rigg, Public Works Director / City Engineer, the City Council, and the City for its generous support and efforts in improving safety in their neighboring streets and parking areas.
- Lieutenant Sean A. Howell, Orange County Sheriff's Department, introduced the City's new Chief of Police Lieutenant Nate L. Wilson to the City Council.
  - Lieutenant Nate L. Wilson made a brief introduction about himself to the City Council.

### **8. CONSENT CALENDAR**

Mayor Shawver requested to pull item 8D from the Consent Calendar for separate discussion.

Motion/Second: Ethans/Warren

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

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## **CONSENT CALENDAR**

- 8A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED**

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

- 8B. APPROVAL OF WARRANTS**

The City Council approved demand warrants dated February 22, 2018 and March 1, 2018, in the amount of \$1,195,390.38.

- 8C. PARTICIPATION IN THE BEACH BOULEVARD COALITION**

A Resolution of support and authorization to participate in the Beach Boulevard Coalition.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approved Resolution No. 2018-10 authorizing participation in the Beach Boulevard Coalition.

**END OF CONSENT CALENDAR**

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### **8D. APPROVAL OF CITY MANAGER AND ASSISTANT CITY MANAGER TO ADD CASH MANAGEMENT SERVICES WITH BANK OF THE WEST**

Staff desires to upgrade to Positive Pay services with Bank of the West. In order to do so, Bank of the West requires the Authorization and Agreement for Cash Management Services to be approved by resolution of the City Council. The attached resolution identifies the City Manager and Assistant City Manager as employees of the City authorized to add cash management services with Bank of the West.

Staff report by Mr. Stephen M. Parker, Assistant City Manager.

Motion/Second: Shawver/Ramirez

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council finds that these items are not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Adopted Resolution No. 2018-11, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CITY MANAGER AND ASSISTANT CITY MANAGER TO ADD CASH MANAGEMENT SERVICES WITH BANK OF THE WEST."**

9. PUBLIC HEARINGS      None.

10. UNFINISHED BUSINESS      None.



## DRAFT

### 11. NEW BUSINESS

#### 11A. INTRODUCTION OF ORDINANCE AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION

On March 1, 1988, the City of Stanton assumed operation and maintenance of sanitary sewer system improvements within its jurisdictional boundary under Orange County Reorganization No. 88.

To this point the City has collected a Sewer User Fee on the property tax roll in accordance with California Health and Safety Code Section 5471. Effective January 1, 2017 Section 5471 was amended to allow for adoption of new or increased service fees for sewer by resolution. This ordinance would authorize the City to collect any future fee or charges for sewer by resolution instead of by ordinance.

Staff report by Mr. Stephen M. Parker, Assistant City Manager.

Motion/Second: Ramirez/Warren

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

Motion unanimously carried:

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

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

3. Set said ordinance for adoption at the regular City Council meeting of March 27, 2018.

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### **11B. AWARD OF CONTRACT FOR CONSTRUCTION OF THE COMMUNITY CENTER AND CIVIC CENTER ACCESSIBILITY IMPROVEMENT PROJECT TO C.S. LEGACY CONSTRUCTION, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The bids for the construction of the Community Center and Civic Center Accessibility Improvement Project were opened March 5, 2018. Based on the post-bid analysis of the four (4) bids received, staff recommends the bid submitted by C.S. Legacy Construction, Inc. to be the lowest responsive and responsible bid at \$1,179,072.

The format for the bids included a "Base Bid A" for the Community Center and Civic Center Accessibility Improvement Project, a "Base Bid B" for the Library Center Improvements and one additional item termed as "Bid Additive" for the overhead shade structures.

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

Motion/Second: Ethans/Donahue

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Approved the plans and specifications for the construction of the Community Center and Civic Center Accessibility Improvement Project; and
3. Awarded a construction contract for the construction of the Community Center and Civic Center Accessibility Improvement Project to the lowest responsive and responsible bidder, C.S. Legacy Construction, Inc.; and
4. Authorized the City Manager to bind the City of Stanton and C.S. Legacy Construction, Inc. in a contract for the construction of the Community Center and Civic Center Accessibility Improvement Project; and
5. Authorized the City Manager to approve contract changes, not to exceed 10-percent; and
6. Directed Staff to process an easement for public Right-Of-Way purposes of the City Hall Plaza Area; and

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7. Approved Budget Adjustment No. 2018-23 to appropriate \$102,082.40 to account 305-1600-710145, the City Hall Plaza Improvement account in the Capital Project Fund for this project.

**12. ORAL COMMUNICATIONS – PUBLIC**                      None.

**13. WRITTEN COMMUNICATIONS**                      None.

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

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

- Mr. James A. Box, City Manager reported that Stanton Central Park has been selected by the California Park & Recreation Society's as a top five Parks in Orange County to visit.
- Kelly Hart, Community and Economic Development Director reported on the City's third Wake Up Stanton event, which was held on March 13, 2018.

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

- Council Member Warren requested to agendize discussion regarding the creation of a Stanton Women of Distinction Awards Program similar to the program that Assemblywoman Sharon Quirk-Silva currently runs.
- Mayor Shawver requested to agendize discussion regarding a Stanton central transportation destination in conjunction with the Orange County Transportation Authority.
- Mayor Shawver requested to agendize discussion regarding the creation of a Mayor's Fitness Challenge similar to the program that the State Governor currently runs.

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

Currently Scheduled:                      None.

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### **14D. HISTORICAL SOCIETY**

At the request of Mayor Shawver, this report provides information on the process of establishing a Stanton Historical Society.

Staff report by Ms. Julie Roman, Community Services Director.

The City Council questioned staff regarding non-profits, board of directors, Historical Societies being completely independent of the City, City having no fiscal responsibility, City supporting this type of venture, Mills Act, staff time, community involvement, and utilizing the City's website to tally community interest.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Received and filed the report; and
3. Directed staff to solicit community interest in the creation and participation in a Stanton Historical Society and to return to the City Council with staff findings within four months.

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

None.

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

None.

## DRAFT

Mr. James A. Box, City Manager pulled item 16A from the agenda for a report in brief at a future City Council meeting.

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

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

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

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

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## **MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING JUNE 26, 2018**

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

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

### **2. ROLL CALL**

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

Absent: None.

Excused: Council Member Donahue.

### **3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**                      None.

Mr. Matthew E. Richardson, City Attorney reported that the City Council had a last minute addition that needed to be added to the agenda, a request to add a personnel matter as a closed session item.

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

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

The following item was added as a closed session item:

- **PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(Pursuant to Government Code Section 54957.6)**

Title: City Manager

### **4. CLOSED SESSION**

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

## **DRAFT**

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

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

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

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

Added item:

**4C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
**(Pursuant to Government Code Section 54957.6)**

Title: City Manager

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

The meetings were called to order at 6:34 p.m. by Chairman Shawver.

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

The City Attorney reported that there was no reportable action.

**6. ROLL CALL**

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

Absent: None.

Excused: Agency/Authority Member Donahue.

**7. PLEDGE OF ALLEGIANCE**

Led by Lieutenant Nate L. Wilson, Orange County Sheriff's Department.

## **DRAFT**

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

- The City Council presented a Certificate of Recognition honoring Ms. Becky Esparza, OC Human Relations for her outstanding and dedicated services to the City of Stanton and its community for over 25 years.

### **9. CONSENT CALENDAR**

*Mayor Pro Tem Ramirez abstained from Consent Calendar Item 9C, line item 3.*

Motion/Second: Ethans/Warren

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

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

### **CONSENT CALENDAR**

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

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

#### **9B. APPROVAL OF WARRANTS**

The City Council approved demand warrants dated June 7, 2018 and June 14, 2018, in the amount of \$341,761.24.

#### **9C. APPROVAL OF MINUTES**

1. The City Council approved Minutes of Special Meeting – February 20, 2018; and
2. The City Council/Agency/Authority Board approved Minutes of Joint Regular Meeting – May 22, 2018; and
3. The City Council approved Minutes of Special Meeting – June 5, 2018.

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



## **DRAFT**

### **9D. MAY 2018 INVESTMENT REPORT**

The Investment Report as of May 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

### **9E. MAY 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of May 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

### **9F. MAY 2018 INVESTMENT REPORT (HOUSING AUTHORITY)**

The Investment Report as of May 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

## **DRAFT**

### **9G. FY 2018-19 INVESTMENT POLICY**

The Investment Policy for the City of Stanton provides guidelines for the prudent investment of City funds and outlines the procedures for efficient cash management. This policy is updated annually to incorporate any needed provisions or amendments necessitated by changes in state law or City investment philosophy, after which it is reviewed by the City Council. The current update has no changes from the FY 2017-18 policy adopted on June 27, 2017.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment), and
2. The City Council approved the FY 2018-19 Investment Policy as presented.

### **9H. RESOLUTION DIRECTING THE AUDITOR OF THE COUNTY OF ORANGE TO ADD THE PROTECTIVE SERVICES TAX TO THE 2018-2019 TAX ROLL**

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

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Adopted Resolution No. 2018-31 directing the County Auditor Controller to place the Protective Services Tax on the 2018-2019 Tax Roll, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DIRECTING THE AUDITOR-CONTROLLER OF THE COUNTY OF ORANGE TO ADD THE PROTECTIVE SERVICES TAX TO THE 2018-2019 TAX ROLL".**

**END OF CONSENT CALENDAR**

## **DRAFT**

### **10. PUBLIC HEARINGS**

#### **10A. PUBLIC HEARING RELATIVE TO THE ANNUAL LEVY OF ASSESSMENTS FOR THE INSTALLATION, MAINTENANCE, AND SERVICING OF PUBLIC LIGHTING FACILITIES AND MEDIAN ISLANDS WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972**

On June 12, 2018, the City Council adopted Resolution No. 2018-16, approving the Engineers report, and Resolution No. 2018-17, declaring its intention to levy and collect the annual assessments for installation, maintenance and servicing of Lighting and Landscaping District No. 1 for Fiscal Year 2018-2019 pursuant to the Landscaping and Lighting Act of 1972. This is the time and date scheduled to conduct the Public Hearing concerning the annual levy of assessments of the District, the extent of the District, the improvements and the proposed assessments and all other matters pertaining thereto.

Staff report by Mr. Stephen M. Parker, Assistant City Manager.

The public hearing was opened.

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

Motion/Second: Ramirez/Ethans

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

1. The City Council conducted the required public hearing concerning the annual levy of assessments for the District, the extent of the District, the improvements and the proposed assessments and all other matters pertaining thereto; and
2. Finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
3. Adopted Resolution No. 2018-32, confirming the assessments for installation, maintenance, and servicing of lighting and landscaping within the boundaries of the territory included in the Stanton Lighting and Landscaping District No. 1, for fiscal year 2018-2019, entitled:

## **DRAFT**

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA CONFIRMING THE ASSESSMENTS FOR INSTALLATION, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2018-2019”.**

### **10B. PUBLIC HEARING RELATIVE TO PLACING THE ANNUAL SEWER SERVICE CHARGE FOR SEWER SERVICES ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2018-2019**

On August 8, 2017 the City held a noticed public hearing in compliance with Proposition 218 and adopted the Sewer Service Charges for a period of five (5) years with Ordinance No. 1068. The City is at this time holding a noticed Public Hearing in order to confirm the report prepared showing each parcel subject to the Sewer Service Charges, and the estimated amount of the Sewer Service Charges on said parcel, and to request placement of the Sewer Service Charges on the property tax roll for collection.

Staff report by Mr. Stephen M. Parker, Assistant City Manager.

The public hearing was opened.

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

Motion/Second: Warren/Ramirez

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

1. The City Council conducted the required public hearing concerning the placement of the annual sewer service charge for sewer services on the property tax roll for fiscal year 2018-2019 and all other matters pertaining thereto; and
2. Finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
3. Adopted Resolution No. 2018-33, directing the County Auditor Controller to place the annual sewer service charge for sewer services on the 2018-2019 tax roll, entitled:

## **DRAFT**

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ADOPTING THE REPORT OF THE ANNUAL SEWER SERVICE CHARGES AND DIRECTING STAFF TO FILE SAID REPORT WITH THE AUDITOR-CONTROLLER OF THE COUNTY OF ORANGE AND DIRECTING THE AUDITOR TO PLACE THE FISCAL YEAR 2018-19 SEWER SERVICE CHARGES ON THE TAX ROLL”.**

### **11. UNFINISHED BUSINESS**

#### **11A. APPROVAL OF ORDINANCE NO. 1078**

This Ordinance was introduced at the regular City Council meeting of June 12, 2018.

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

Motion/Second: Warren/Ramirez

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1078, entitled:

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

2. The City Council declared the project is consistent with the adopted Mitigated Negative Declaration (SCH#2017101007) and a Mitigation Monitoring and Reporting Program for the entire Village Center development; and

3. Adopted Ordinance No. 1078.

## **DRAFT**

**12. NEW BUSINESS**                      None.

**13. ORAL COMMUNICATIONS – PUBLIC**

- Mr. Allan Havens, Residents, spoke regarding issues pertaining to parking, out of state plates on vehicles who have been in the State of California for years.
- Ms. Dawn, Resident, spoke regarding concerns with illegal fireworks and the potential for property damage and fires due to said illegal fireworks.
- Ms. Cathy Hamilton, Resident, spoke regarding her concerns with illegal fireworks and the potential for property damage and fires due to said illegal fireworks.
- Mr. Robert Lewis, Resident, spoke regarding concerns with illegal fireworks, expressed his appreciation for the work being done by the City, and hopes for a better 4<sup>th</sup> of July holiday season this year.

**14. WRITTEN COMMUNICATIONS**                      None.

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

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

- Council Member Ethans reported on the Orange County Vector Control District's West Nile Virus alerts and cases within the City and County of Orange.

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

- Mayor Shawver requested to agendize discussion regarding the establishment of an ordinance regulating on street parking of recreational vehicles and oversized commercial vehicles within the City.
- Council Member Warren requested to agendize discussion regarding the creation of a pan handling ordinance.
- Mayor Shawver requested to agendize discussion regarding the creation of an education program relating to coyotes in neighborhoods.
- Mayor Pro Tem Ramirez requested an update on the new parking lot that the City recently opened to the public on Bell Street.

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

None.

## **DRAFT**

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

At the request of Mayor Shawver, staff created a list of events and programs held at some point in time to recognize Stanton residents.

Staff report by Mr. James A. Box, City Manager.

1. The City Council declared that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. The City Council received the staff report; and
3. Directed staff to proceed with the proposed Women of Distinction Awards program.

### **15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING OBTAINING A LAND LEASE WITH SOUTHERN CALIFORNIA EDISON FOR USE AS A CITY SPORTS FIELD**

At the June 12, 2018 City Council meeting, Council Member Warren requested that this item be agendized for discussion.

Presentation by Council Member Warren.

Council Member Warren stated that there is a large piece of land that the City can potentially utilize and requests that staff look into the feasibility in obtaining a land lease.

- The City Council questioned staff regarding fencing of the current Southern California Edison towers that are on the property, timeline, cost, and gas/irrigation.

The City Council directed staff to work with Southern California Edison to obtain a one year lease and research possible public/private partnerships.

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

None.

## **DRAFT**

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

- Mr. James A. Box, City Manager, reported on the upcoming Mayor's Fitness Challenge event, which is scheduled to be held on July 6, 2018 at Stanton Central Park followed by Movie Night Under the Stars.
- Mr. Allan Rigg, Public Works Director / City Engineer, provided the City Council with an update regarding the Community Center and Civic Center Accessibility Improvement Project.

### **17A. ORANGE COUNTY SHERIFF'S DEPARTMENT**

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

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

- 18. ADJOURNMENT** in honor and memory of Mr. Milt Blumenthal  
Motion/Second: Shawver/  
Motion carried at 7:59 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY



# **DRAFT**

## **MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING JANUARY 8, 2019**

### **1. CALL TO ORDER**

The meeting was called to order at 5:00 p.m. by Mayor Shawver.

### **2. PLEDGE OF ALLEGIANCE**

Led by Mayor David J. Shawver.

### **3. ROLL CALL**

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

Absent: None.

Excused: Mayor Pro Tem Ramirez.

### **4. CLOSED SESSION**

### **5. PUBLIC COMMENT ON CLOSED SESSION ITEMS**                      None.

### **6. CLOSED SESSION**

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

#### **6A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION** **Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)** **(2)**

Number of Potential Cases: 1

#### **6B. PUBLIC EMPLOYEE APPOINTMENT** **(Pursuant to Government Code Section 54957)**

Title: City Manager

## **DRAFT**

The City Council reconvened in open session at 6:00 p.m.

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

The City Attorney reported that there was no reportable action.

6. **ADJOURNMENT** Motion/Second: Shawver/  
Motion carried at 6:00 p.m.

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MAYOR

ATTEST:

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CITY CLERK

# **DRAFT**

## **MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING JANUARY 8, 2019**

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

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

### **2. ROLL CALL**

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

Absent: None.

Excused: Mayor Pro Tem Ramirez.

### **3. PUBLIC COMMENT ON CLOSED SESSION ITEMS                      None.**

### **4. CLOSED SESSION**

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

#### **4A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

**Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)  
(2)**

Number of Potential Cases: 1

#### **4B. PUBLIC EMPLOYEE APPOINTMENT (Pursuant to Government Code Section 54957)**

Title: City Manager

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

The meetings were called to order at 6:30 p.m. by Chairman Shawver.

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

The City Attorney reported that there was no reportable action.

## **DRAFT**

### **6. ROLL CALL**

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

Absent: None.

Excused: Vice Chairman Ramirez.

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

Led by Western High School football Coach Dan Davidson.

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

At the request of Mayor Shawver, this agenda item was heard out of order.

- ~~Presentation of Certificate of Recognition to the Western High School football team as CIF Southern Section champions.~~

### **9. CONSENT CALENDAR**

Ms. Patricia A. Vazquez, City Clerk requested to pull item 9I from the Consent Calendar for discussion at a future City Council meeting.

Council Member Taylor abstained from Consent Calendar Item 9C, line items 1-17.

Motion/Second: Ethans/Warren

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: 1 (Ramirez)

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

# **DRAFT**

## **CONSENT CALENDAR**

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

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

**9B. APPROVAL OF WARRANTS**

The City Council approved demand warrants dated December 5, 2018, December 13, 2018, December 19, 2018, and January 2, 2019, in the amount of \$3,705,191.53.

**9C. APPROVAL OF MINUTES**

1. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – February 13, 2018.
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – June 12, 2018.
3. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – July 10, 2018.
4. The City Council approved Minutes of Special Meeting – July 24, 2018.
5. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – July 24, 2018.
6. The City Council approved Minutes of Special Meeting – August 14, 2018.
7. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – August 14, 2018.
8. The City Council approved Minutes of Special Meeting – September 5, 2018.
9. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – September 11, 2018.
10. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – September 25, 2018.

## **DRAFT**

11. The City Council/Authority Board approved Minutes of Special Joint Meeting – October 23, 2018.
12. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – October 23, 2018.
13. The City Council approved Minutes of Special Meeting – November 13, 2018.
14. The City Council/Authority Board approved Minutes of Special Joint Meeting – November 13, 2018.
15. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – November 13, 2018.
16. The City Council approved Minutes of Special Meeting – November 27, 2018.
17. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – November 27, 2018.
18. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – December 11, 2018.

### **9D. NOVEMBER 2018 INVESTMENT REPORT**

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

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

### **9E. NOVEMBER 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)**

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

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

## **DRAFT**

### **9F. NOVEMBER 2018 INVESTMENT REPORT (HOUSING AUTHORITY)**

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

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

### **9G. APPROVING AND ADOPTING THE RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE (ROPS) 19-20 AND THE ADMINISTRATIVE BUDGET PURSUANT TO SECTIONS 34177 OF CALIFORNIA HEALTH & SAFETY CODE FOR THE PERIOD OF JULY 2019 THROUGH JUNE 2020 (SUCCESSOR AGENCY)**

This report summarizes the obligations of the Successor Agency under AB X1 26, AB 1484 and SB 107 to draft Recognized Obligation Payment Schedules (ROPS) and corresponding administrative budgets. Staff recommends the Successor Agency adopt the attached resolution approving ROPS 19-20 and the Successor Agency's administrative budget for the period July 2019 through June 2020.

1. The Successor Agency declared that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopted Resolution No. SA 2019-01 to approve the Recognized Obligation Payment Schedule (ROPS) No. 19-20 and the administrative budget for the period July 1, 2019 through June 30, 2020 entitled:

**"A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") 19-20 FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020 PURSUANT TO HEALTH AND SAFETY CODE, SECTIONS 34177(l) and 34177(o) AND THE ADMINISTRATIVE BUDGET, PURSUANT TO HEALTH AND SAFETY CODE, SECTION 34177(j)".**

## DRAFT

### 9H. APPROVAL OF STRATEGIC PLAN

On November 27, 2018 the City Council was presented with an update and overview of the Strategic Plan. Senior staff provided the City Council with an updated six-month Strategic Plan Objectives / Components discussing, identifying, strengthening and prioritizing goals and strategies for the City. The City Council directed staff to refine objectives and return with a prioritized version of the Strategic Plan for further City Council consideration. This report provides an update of the City's goals and strategies as of January, 2019.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved the Six-Month Strategic Plan Objectives / Components.

### ~~9I. CITY COUNCIL APPOINTMENT TO FILL ONE VACANCY ON THE STANTON PLANNING COMMISSION FOR TERM COINCIDING WITH THE COUNCIL ELECTION~~

~~As part of an effort to recognize and celebrate the contributions local businesses make in the City, the proposed proclamation would declare the month of January 2018 as Business Appreciation Month.~~

- ~~1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and~~
- ~~2. Approve the Proclamation declaring January 2018 as Business Appreciation Month.~~



## **DRAFT**

### **9J. MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES**

Traditionally, Council Members have been appointed by the Mayor to serve on numerous outside committees, boards, commissions and agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. The Mayor has conducted a review and has selected appointees, as detailed in Attachment 1. With the exception of the Orange County Fire Authority ("OCFA") appointment, which is required to be made by Resolution, the Mayor may otherwise make appointments to each committee, board, commission or agency by nomination and Minute Order confirmation. In addition, the Fair Political Practices Commission ("FPPC") regulations require the adoption and posting of Form 806, Agency Report of Public Official Appointments, in order for individual Council Members to participate in a City Council vote that would result in him or her serving in a position that provides compensation of \$250 or more in any 12-month period.

1. The City Council confirmed the Mayor's appointments; and
2. Approved Fair Political Practices Commission Form 806 and authorized the City Clerk to post the form on the City's website.

### **END OF CONSENT CALENDAR**

10. **PUBLIC HEARINGS**          None.

11. **UNFINISHED BUSINESS**          None.

12. **NEW BUSINESS**

12A. **AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36937 AND 65858 ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF MASSAGE BUSINESSES PENDING A STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL AND ZONING CODE**

Due to the continuing enforcement issues related to massage establishments, the City Council is asked to consider an interim urgency ordinance to temporarily prohibit the establishment of such businesses. The interim urgency ordinance would provide the City sufficient time to study the continuing impacts of these establishments and to develop new municipal and zoning code regulations.

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

## DRAFT

Motion/Second: Warren/Ethans

ROLL CALL VOTE:	Council Member Ramirez	ABSENT
	Council Member Taylor	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Ethans	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, section 15061(b)(3) that this interim urgency ordinance is nonetheless exempt from the requirements of CEQA. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

2. Adopted Urgency Ordinance No. 1083, entitled:

**"AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 36937 AND 65858; A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF MASSAGE BUSINESSES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL AND ZONING CODE".**

13. ORAL COMMUNICATIONS – PUBLIC None.

14. WRITTEN COMMUNICATIONS None.

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

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

None.

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

None.

## **DRAFT**

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

None.

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

None.

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

### **17A. ORANGE COUNTY FIRE AUTHORITY**

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

Fire Division Chief Shane Sherwood provided the City Council with an update on their current operations.

At the request of Mayor Shawver, agenda item 8 was heard out of order.

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

- The City Council presented a Certificate of Congratulations to the Western High School football team as CIF Southern Section Division 11 2018 Championship.
  - Coach Dan Davidson spoke in accolades about his coaching team, players, and the administration.
  - The Western High School Administration spoke in recognition of the coaching team and players.
  - The Western High School coaching team spoke in recognition of the players.
  - The Western High School Football team was introduced and given an official Stanton lapel pin:

#### **Western High School Football Team**

- Cassius Savage
- Caine Savage
- Mj Cabusao
- James Mendoza
- Isiah Del Toro
- Delon Deroux
- Anthony Munoz
- Bobby Palacios
- Simi Ah-loe
- Joel Martinez
- Omar Benkirane
- Anthony Barbosa
- Marcus Mora

# DRAFT

## Western High School Football Team Continued

- Branden Martinez
- Rahsaan Hester
- Mohammad Alhenn
- Kevin Martinez
- Marco Navas
- Omar Kadir
- Joshua Ducret
- Andrew Valdez
- Soane Motuliki
- Cruz Ornelas
- Brian Jimenez
- Brandon Tran
- Jiana Reeves
- Abraham Ortiz
- Jose Ramirez
- Jacob Domino
- Omaha Suesue
- Ellis Nguyen
- Skylar Apeldoorn
- Elton Bangu
- Tyrone Johnson
- Danny Walters III
- Magdy Abdelshafi
- Bryan Gandarilla
- Francisco Sanchez
- Jacob Miranda
- Jonathan Aviles
- Xzayvier Moran
- Jesus Anguiano
- Larry Deras
- Douglas Deras
- Antonio Raymundo
- Dayrian Salcido
- Diego Mata
- Sammy Butler
- Ben Tully
- Isreal Cruz
- Marc Ponce
- Abram Marmolejo
- Adrian Ibanez
- Areyan Barton
- Chris Ayala
- Cory Watkins
- David Viguera
- Emmanuel Matta

## **DRAFT**

### **Western High School Football Team Continued**

- Jesus Flores
- Jesus Rubio
- Jose Ledesma
- Jose Santini
- Joshua Terry
- Justice Magness
- Justin Nguyen
- Lozano Chris
- Michael Alatorre
- Michael Horta Aviles
- Peter Pailate

18. **ADJOURNMENT** Motion/Second: Shawver/  
Motion carried at 7:20 p.m.

---

MAYOR/CHAIRMAN

ATTEST:

---

CITY CLERK/SECRETARY

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** January 22, 2018

**SUBJECT: DECEMBER 2018 INVESTMENT REPORT**

### **REPORT IN BRIEF:**

The Investment Report as of December 31, 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 December 2018.

### **BACKGROUND:**

The attached reports summarize the City investments and deposit balances as of December 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 December 2018 was 2.29%. 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 2.22%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 2.22%, which is below the benchmark LAIF return of 2.29% due to a 318% increase in the LAIF rate over the past two years.

The weighted average maturity of the City's investments on November 2018 is 900 days. Including LAIF and a money market account, it is 724 days. LAIF's average

maturity on December 31, 2018 was approximately 192 days.

With a weighted average maturity of 2.50 years, the City is well within the investment policy restriction of 3.5 years.

One investment decision of note took effect in December 2018. On December 1, 2018, The City liquidated its position in a General Electric Corporate Note it acquired in January 2018. GE was downgraded by all rating agencies to BBB+ in November, 2018. The City's investment policy requires the City to review the credit situation in such an event and determine whether to sell or retain such securities in the portfolio. Due to the length of time remaining on the corporate note (49 months) and the consensus that GE was subject to further downgrades, on November 29, 2018, the decision was made to liquidate the City's position in that security. With the liquidation and picking up another Corporate Note, the City realized an approximate \$12,000 net loss on the swap.

**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 \$31.3 million portfolio with \$22.9 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:



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Stephen M. Parker, CPA  
Assistant City Manager/Treasurer

Approved:



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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**  
**December 31, 2018**

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion <sup>1</sup>	State of California	On Demand	2.29%	\$ 4,000,880	\$ 6,077,607	20.85%	\$ 6,077,608	LAIF
Investments <sup>2</sup>	Various	Various	Various	\$ 23,407,531	22,889,314	78.51%	22,964,494	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$186,425	186,425	0.64%	186,425	Bank of the West
Subtotal - Investments					\$ 29,153,346	100.00%	\$ 29,228,527	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ (1,936,036)		\$ (1,936,036)	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	96,971		96,971	Bank of the West
Subtotal - Deposits					\$ (1,839,065)		\$ (1,839,065)	

Total Cash Investments and Deposits <sup>3</sup>

724	2.22%
Weighted Average Maturity (days)	Weighted Average Yield

**\$ 27,314,281**

**\$ 27,389,462**

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

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

<sup>3</sup> 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  
DECEMBER 2018**

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (N/C=noncallable)	Par Value	Purchase Amount	Current Market Value
<b>U.S. Government Agency Securities:</b>											
Chandler Asset Management	FHLB	3130A0JP2	1.65%	2.38%	103.07	11/23/15	12/13/19	NC	200,000	205,898	199,496
Chandler Asset Management	FNMA	3135G0D75	1.27%	1.50%	100.90	2/24/2016	6/22/2020	NC	200,000	201,952	197,074
Chandler Asset Management	FNMA	3135G0F73	1.50%	1.50%	100.36	1/20/2016	11/30/2020	NC	190,000	190,035	186,234
Chandler Asset Management	FNMA	3130A3U05	1.49%	1.88%	102.18	2/1/2016	12/11/2020	NC	185,000	188,349	182,565
Chandler Asset Management	FNMA	3135G0H55	1.50%	1.88%	102.11	1/20/2016	12/28/2020	NC	190,000	193,386	187,568
Chandler Asset Management	FHLB	3130A7CV5	1.46%	1.38%	99.77	02/17/16	02/18/21	NC	210,000	209,166	205,120
Chandler Asset Management	FNMA	3135G0J20	1.31%	1.38%	100.01	4/12/2016	2/28/2021	NC	200,000	200,630	195,126
Chandler Asset Management	FHLB	313392K69	1.63%	1.75%	101.72	03/23/16	03/1/21	NC	180,000	186,622	186,622
Chandler Asset Management	FHLB	3130A7PV1	1.33%	1.38%	99.80	04/12/16	04/05/21	NC	200,000	200,432	195,074
Chandler Asset Management	FNMA	3135G0K69	1.23%	1.25%	99.75	8/15/2016	5/6/2021	NC	200,000	200,168	194,206
Chandler Asset Management	FNMA	3130A8Q55	1.28%	1.25%	99.05	08/09/16	07/1/21	NC	190,000	188,596	183,484
Chandler Asset Management	FHLB	3137EAC69	1.24%	1.13%	98.96	08/12/16	08/1/21	NC	200,000	198,998	193,162
Chandler Asset Management	FHLB	3130AABG2	1.97%	1.88%	99.36	11/30/16	11/29/21	NC	100,000	99,536	98,195
Chandler Asset Management	FNMA	3135G0T46	1.89%	1.88%	99.78	4/20/2017	4/5/2022	NC	200,000	199,830	196,976
Chandler Asset Management	FHLB	3130AC2X1	2.00%	2.00%	100.00	8/23/2017	8/23/2022	11/23/2018	500,000	500,000	497,400
Chandler Asset Management	FHLB	3130AC7K4	1.75%	2.00%	100.00	8/22/2017	9/15/2022	12/15/2018	500,000	500,000	496,555
Multi-Bank Securities, Inc.	FHLB	3130ADKP6	2.10%	2.10%	100.00	2/28/2018	2/28/2023	2/28/2019	500,000	499,365	499,365
Multi-Bank Securities, Inc.	FHLB	3130ADLH3	3.00%	3.00%	100.00	2/28/2018	2/28/2023	11/28/2018	500,000	500,000	500,585
First Empire Securities									4,655,000	4,668,589	4,594,217
<b>Municipal Bonds</b>											
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.23%	2.81%	100.63	11/14/2017	7/1/2019	NC	89,040	89,804	89,935
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.43%	2.81%	100.40	11/22/2017	7/1/2019	NC	537,600	539,750	536,966
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZ77	2.04%	2.30%	100.75	7/24/2017	8/1/2020	NC	250,000	251,875	247,278
First Empire Securities	Coachella Valley CA Unif School District	189849KY7	2.25%	2.89%	101.85	11/17/2017	8/1/2020	NC	440,000	447,260	437,065
Centella & Co., Inc	Banning CA RDA SA TAB	068616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	245,685
Multi-Bank Securities, Inc.	Banning CA RDA SA TAB	068616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	245,685
Multi-Bank Securities, Inc.	Pomona CA PFA Lease Bond	73208MCX4	2.25%	2.42%	100.60	6/23/2017	4/1/2021	NC	500,000	503,380	493,380
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZ73	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	350,000	352,625	346,161
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZ73	2.22%	2.51%	101.09	8/18/2017	8/1/2021	NC	255,000	257,777	252,203
Multi-Bank Securities, Inc.	Guadalupe Community Redevelopment	400559AD2	2.55%	2.25%	99.00	18/2018	8/1/2021	NC	225,000	222,750	220,421
Multi-Bank Securities, Inc.	Oceanside CA Pension Obligation Bond Taxable	675371AX6	2.03%	3.25%	104.65	8/15/2017	8/15/2021	NC	280,000	293,013	283,178
Centella & Co., Inc	LA County CA RDA TAB Taxable West Covina St	54465AHP0	2.08%	2.50%	101.67	6/26/2017	9/1/2021	NC	400,000	406,884	397,720
Centella & Co., Inc	Yorba Linda RDA SA TAB Taxable Series B	966176AQ8	2.00%	2.00%	100.00	8/15/2017	9/1/2021	NC	360,000	362,422	352,422
First Empire Securities	Riverside CA Pension Obligation Bond	769036B99	2.25%	2.50%	101.16	6/20/2017	6/1/2022	NC	500,000	506,800	492,680
First Empire Securities	Riverside CA Pension Obligation Bond	769036B99	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	240,000	241,080	236,491
									4,926,640	4,969,518	4,875,839
<b>Negotiable Certificates of Deposit:</b>											
Multi-Bank Securities, Inc.	Generations Community Fed Credit	371481AB4	1.65%	1.55%	100.00	6/28/2017	6/28/2019	NC	249,000	249,000	247,894
Multi-Bank Securities, Inc.	Direct Federal Credit Union	25460FAQ9	1.75%	1.75%	100.00	05/24/17	2/24/2020	NC	249,000	249,000	246,112
First Empire Securities	Live Bank	020061Y72	1.75%	1.75%	100.00	03/16/17	3/16/2020	NC	249,000	249,000	244,937
Multi-Bank Securities, Inc.	Live Oak Banking Company	538036CN2	2.00%	2.00%	100.00	04/07/17	4/7/2020	NC	249,000	249,000	245,850
Centella & Co., Inc	Community Trust Bank Inc.	204181AC3	1.85%	1.85%	100.00	08/10/17	8/18/2020	NC	247,000	247,000	242,739
Multi-Bank Securities, Inc.	The Park National Bank	700654AY2	1.95%	1.85%	100.00	03/30/17	9/30/2020	NC	249,000	249,000	244,843
First Empire Securities	First Bank Richmond	319287GC8	1.80%	1.80%	100.00	06/23/17	11/23/2020	NC	247,000	247,000	241,430
Multi-Bank Securities, Inc.	Numerica Credit Union	67054NAF0	2.00%	2.00%	100.00	05/30/17	11/30/2020	NC	249,000	249,000	244,217
First Empire Securities	BMW Bank	05580AG01	1.95%	1.95%	100.00	03/10/17	3/10/2021	NC	248,000	248,000	242,058
First Empire Securities	Wells Fargo Bank, NA	949763F04	2.10%	2.10%	100.00	03/15/17	3/15/2021	NC	249,000	249,000	243,741
First Empire Securities	Landmark Bank	51508VCA9	2.10%	2.10%	100.00	03/29/17	3/29/2021	12/29/2018	248,000	248,000	242,668
First Empire Securities	Medallion Bank	594038PF8	1.80%	1.80%	100.00	04/06/17	4/6/2021	NC	249,000	249,000	243,014
First Empire Securities	Comenity Capital Bank	20033AUK0	2.00%	2.00%	100.00	6/30/2017	6/30/2021	NC	249,000	249,000	242,217
Centella & Co., Inc	Discover Bank	254672SD6	2.10%	2.10%	100.00	7/6/2017	7/6/2021	NC	247,000	247,000	240,847
First Empire Securities	Barclays Bank	06740KKC0	2.00%	2.00%	100.00	7/12/2017	7/12/2021	NC	247,000	247,000	240,198
First Empire Securities	Abacus Federal Savings Bank	00257TAY2	1.95%	1.95%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	241,707
First Empire Securities	MB Financial Bank	55266CYW3	1.90%	1.90%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	241,401
First Empire Securities	HSBC Bank USA, NA	40434YMK0	2.15%	2.15%	100.00	7/26/2017	7/26/2021	1/26/2019	247,000	247,000	240,976
First Empire Securities	Third Federal Savings and Loan	88413QBK7	2.00%	2.00%	100.00	7/28/2017	7/28/2021	NC	248,000	248,000	241,014

State Treasurer's Pool  
Money Market Acct  
Total Investments  
Total Money Market LAIF and Investments

**CITY OF STANTON**  
**CASH AND INVESTMENT BALANCES BY FUND TYPE**  
**December 31, 2018**

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ (9,338,877)	
Other Accounts *	23,172,710	\$ 13,833,833
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	283,307	
Measure M	850,991	
Fire Emergency Services	54,644	
Lighting & Median Maint.	1,787,070	
Sewer Maintenance	4,002,492	
Other	2,585,830	10,038,680
Internal Service Funds		1,097,000
Trust Funds		2,344,769
<b>Total Cash and Investment Balances</b>		<b>\$ 27,314,281</b>

\* 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:** January 22, 2018

**SUBJECT: DECEMBER 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)**

### **REPORT IN BRIEF:**

The Investment Report as of December 31, 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 December 2018.

### **BACKGROUND:**

The attached reports summarize the Successor Agency investments and deposit balances as of December 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 December 2018 was 2.29%, while the effective yield on CAMP was 2.46%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.33%, which is below the benchmark LAIF return of 2.29%, 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 December 31, 2018 is 1 day. LAIF's average maturity at December 31, 2018 is approximately 192 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:**

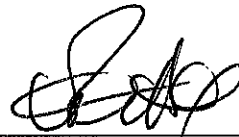
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
December 31, 2018**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - SA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	2.29%	\$ (3,348,402)	\$ (3,348,402)	\$ (3,345,195)	LAIF
California Asset Management Plan	PFM Asset Management	PFM	On Demand	2.46%	\$ 7,066,888	\$ 7,066,888	\$ 7,066,888	PFM
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	1,066,641	1,066,641	1,066,641	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

**\$ 8,096,191 \$ 8,099,398**

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2010 Tax Allocation Bonds (Tax-Exempt)</b>									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$10.11	\$10.11	\$10.11	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$11,613.94	\$11,613.94	\$11,613.94	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$66.36	\$66.36	\$66.36	US Bank
Reserve Account:									
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	2.29%	\$1,135,000.00	\$1,135,000.00	\$1,135,000.00	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

**\$1,146,690 \$1,146,690**

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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2016 Series A and B									
Debt Service Fund:									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$1,467.12	\$1,467.12	\$1,467.12	US Bank
Principle Account					0.83				
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$135.66	\$135.66	\$135.66	US Bank
Interest Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$11.19	\$11.19	\$11.19	US Bank

Total 2016 Series A and B \$ 1,614 \$1,613.97

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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2016 Series C and D									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.01	\$0.01	\$0.01	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$16.76	\$16.76	\$16.76	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	41.64	\$41.64	\$41.64	US Bank

Total 2016 Series C and D \$ 58 \$58.41

### Total Bond Fund Investments and Deposits (3)

\$1,148,363 \$1,148,363

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****December 31, 2018**

<b>Fund</b>	<b>Cash Balance</b>
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	5,080,520
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(295,393)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	-
741 Cash DDR Clawback	3,311,064

**TOTAL CASH BALANCE****\$ 8,096,191**

# **CITY OF STANTON**

## **REPORT TO THE STANTON HOUSING AUTHORITY**

**TO:** Honorable Chair and Members of the Housing Authority

**DATE:** January 22, 2018

**SUBJECT: DECEMBER 2018 INVESTMENT REPORT (HOUSING AUTHORITY)**

### **REPORT IN BRIEF:**

The Investment Report as of December 31, 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 December 2018.

### **BACKGROUND:**

The attached reports summarize the Stanton Housing Authority investments and deposit balances as of December 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 December 2018 was 2.29%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 2.34%, 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 December 31, 2018 is 1 day. LAIF's average maturity at December 31, 2018 is approximately 192

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:

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

**STANTON HOUSING AUTHORITY  
INVESTMENTS AND DEPOSITS  
December 31, 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	2.29%	\$ 1,271,675	\$ 1,271,675	\$ 1,272,022	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	\$ (405,095)	(405,095)	(405,095)	Bank of the West
State Treasurer's Pool - Housing Authority Account	Local Agency Investment Fund (LAIF)	State of California	On Demand	2.29%	\$ 17,471,153	\$ 17,471,153	\$ 17,454,417	LAIF
						\$ 18,337,733	\$ 18,321,344	

**Total Cash Investments and Deposits**

**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**

**December 31, 2018**

<b>Fund</b>	<b>Cash Balance</b>
-------------	-------------------------

285 Housing Authority Fund	18,337,733
----------------------------	------------

**TOTAL CASH BALANCE**

**\$ 18,337,733**

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**DATE: JANUARY 22, 2019**

**SUBJECT: LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA  
DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS  
ADJACENT TO 12639-12817 BEACH BOULEVARD**

### **REPORT IN BRIEF:**

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

### **RECOMMENDED ACTION:**

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

### **BACKGROUND:**

As part of the Beach Boulevard Livability Plan requirements, new developments on Beach Boulevard are required to beautify the street with new landscaping. The California Department of Transportation (Caltrans) requires that the City enter into an agreement to maintain said landscaping in the event that the property owner who has installed said landscaping does not maintain it to the Caltrans' standards.

**ANALYSIS/JUSTIFICATION:**

The agreement is a necessary step in the installation of the landscaping on Beach Boulevard. Staff has suggested to Caltrans that a master agreement be developed for all new landscaping on Beach Boulevard to avoid individual agreements for each property, which is time consuming.

A separate agreement between the City and the property owner is being finalized to obligate the property owner to fulfill the duties required by Caltrans in this agreement. As such the City will essentially pass on the responsibilities in this contract to the property owner.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

The City Attorney's office has reviewed and approved the agreement. They have recommended that the developer of the property be required to enter into a separate agreement with the City guaranteeing their maintenance of the landscaping.

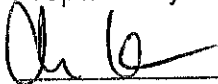
**PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

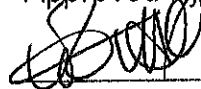
3 - Provide a quality infrastructure.

Prepared by:



Allan Rigg, PE AICP  
Director of Public Works

Approved by:



Robert Hall  
Interim City Manager

**Attachment:**

(1) Landscape Maintenance Agreement for Permit 12-18-6MC-1043

**LANDSCAPE MAINTENANCE AGREEMENT  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON STATE ROUTE 39 WITHIN THE CITY OF STANTON**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Stanton; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 12-18-6MC-1043.
2. This Agreement addresses CITY responsibility for the landscaping, planting, separate irrigation, mulches, litter and weed removal (collectively the "LANDSCAPING") as well as CITY responsibility for the new reconstructed driveway, curb, gutter, and asphalt patch only at new reconstructed driveway, sidewalk (collectively the "IMPROVEMENTS") placed within State Highway right of way on State Route 39, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
  - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING and IMPROVEMENTS as shown on said Exhibit "A."
  - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the



PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:

- 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
- 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
- 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
- 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
- 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- 2.11. CITY will prevent any flow from 12775-12975 Beach Boulevard, Stanton, California and 7901-7955 Garden Grove Boulevard, Garden Grove, California to enter STATE right-of-way.
- 2.12. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. CITY shall report all chemical spray operations quarterly (using the most current Form LA - 17) to the STATE at the address below:

Department of Transportation  
District 12, Maintenance  
Maintenance Manager  
1750 East Fourth Street, Suite 100  
Santa Ana, CA 92705

Form LA - 17 is attached hereto as Exhibit "B".

- 2.13. To remove LANDSCAPING, IMPROVEMENTS, and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.14. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- 2.15. To inspect LANDSCAPING and IMPROVEMENTS on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- 2.16. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING and IMPROVEMENTS system component that has become unsafe or unsightly.
- 2.17. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING and IMPROVEMENTS in an expeditious manner.
- 2.18. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING and IMPROVEMENTS.

- 2.19. To allow random inspection of LANDSCAPING, IMPROVEMENTS, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
- 2.20. To keep the entire landscaped area policed and free of litter and deleterious material. To avoid any trash or debris entering the State right-of-way.
- 2.21. All work by or on behalf of CITY will be done at no cost to STATE.

3. STATE agrees to do the following:

- 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
- 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.

4. LEGAL RELATIONS AND RESPONSIBILITIES:

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
- 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING and IMPROVEMENTS to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING and IMPROVEMENTS at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING and IMPROVEMENTS, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
- 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

- 4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts
- 5.3. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE along with a signed copy of this Agreement.
- 5.4. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

6. TERMINATION -This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
7. TERM OF AGREEMENT-This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF STANTON

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
David Shawver  
Mayor

\_\_\_\_\_  
LAURIE BERMAN  
Director of Transportation

Initiated and Approved

By: \_\_\_\_\_  
Robert Hall  
Interim City Manager

By: \_\_\_\_\_  
Dina El-Tawansy  
Deputy District Director  
Operations and Maintenance  
District 12

ATTEST:

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

As to Form and Procedure:

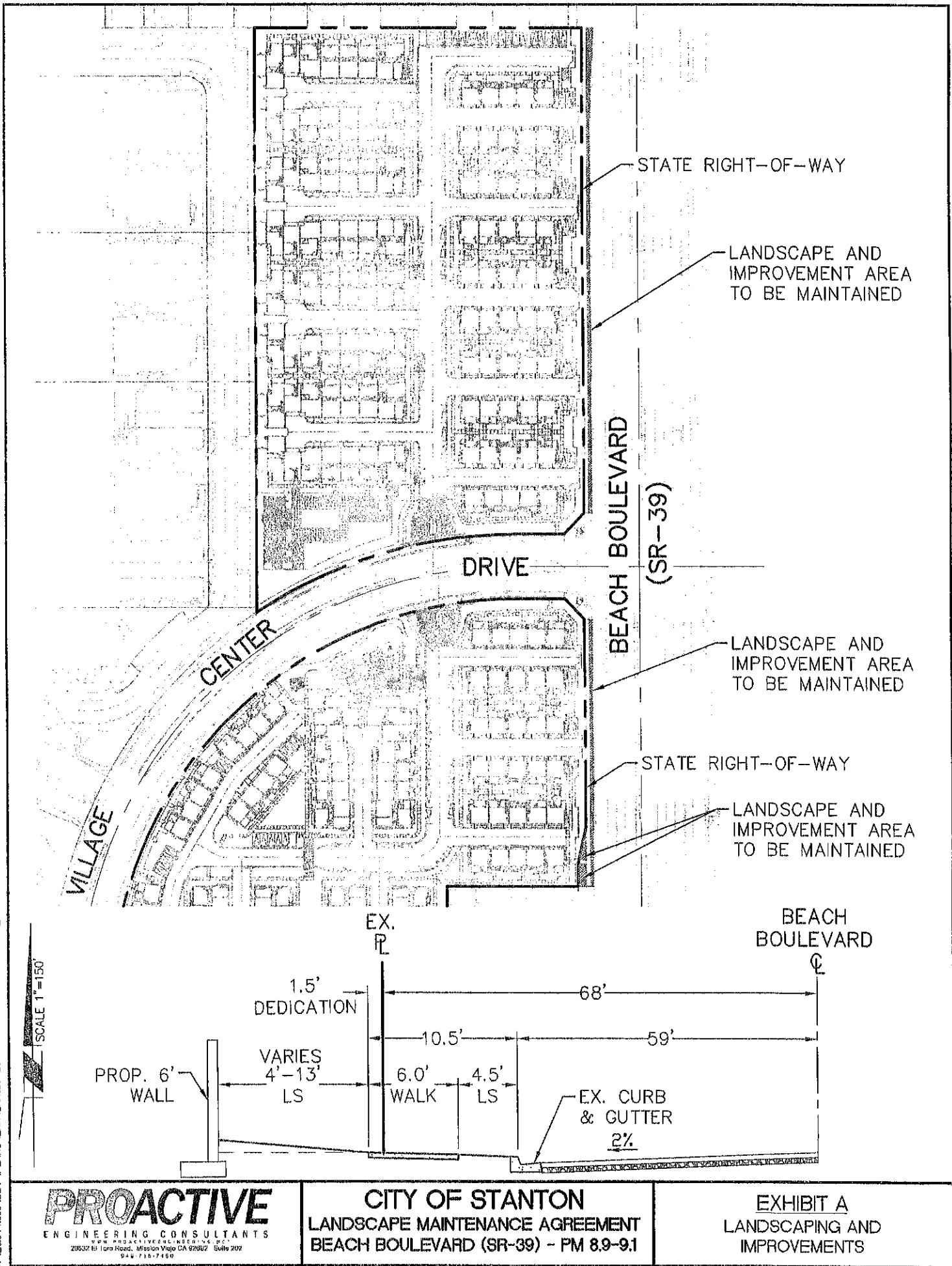
By: \_\_\_\_\_  
Mathew E. Richardson  
City Attorney

**EXHIBIT "A"**

LANDSCAPING AND IMPROVEMENTS

(ATTACHED)

N:\2004\4\000\DL\PLANS\EXH\EXH018-LS ACHT\EXH018-LS.DWG - P\_SHU - PLOTTED:11/7/2018





**EXHIBIT "B"**

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
REPORT OF CHEMICAL SPRAY OPERATIONS (LA – 17 (REV. 04/2001)

(ATTACHED)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**REPORT OF CHEMICAL SPRAY OPERATIONS**  
 LA - 17 (REV. 04/2001)

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3680 or write Records and Forms Management, 1120 N Street, MS-69, Sacramento, CA 95814.

**REPORT OF CHEMICAL SPRAY OPERATIONS**

CONTRACTOR	WEEK ENDING DATE	PROJECT DESCRIPTION	PROJECT NUMBER
CHEMICAL MIXTURE AND PERCENT ACTIVE MATERIAL	A	B	C
			D
WATER RATE			
APPLICATION PER SQUARE FOOT OR ACRE			

CHECK PROPER BOX				PLANTING SPRAYED							PEST KILLED				DESCRIPTION OF AREA (STA., LOOP, ETC.)							
DAY	WINDY	CALM	A.M.	P.M.	CLOUDY	SUNNY	CHEMICAL USED				TREES	SHRUBS	IVY	ICE PLANT		P.M.	GROUND COVER	GRASS	BROADLEAF	STOLONS	SCALE, MOTH, ETC.	DISEASE
							A	B	C	D												
MON																						
TUE																						
WED																						
THU																						
FRI																						
SAT																						

RESIDENT ENGINEER COMMENTS:

CONTRACTOR'S REPRESENTATIVE

COPY TO: DISTRICT \_\_\_\_\_ MAINTENANCE FOR FILE \_\_\_\_\_

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**DATE: JANUARY 22, 2019**

**SUBJECT: AWARD OF A CONTRACT FOR THE 2019 PAVEMENT MANAGEMENT PLAN UPDATE TO NICHOLS CONSULTING ENGINEERS**

### **REPORT IN BRIEF:**

The Pavement Management Plan (PMP) 2019 Update will provide the City with an updated pavement management plan. The PMP is used to determine which roads are to be rehabilitated each year and is a requirement of Measure M funding from the County. Staff recommends that the firm of Nichols Consulting Engineers be retained to prepare the Pavement Management System 2019 update.

### **RECOMMENDED ACTION:**

1. That the City Council declares this project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301h; and
2. Award a contract to Nichols Consulting Engineers for the 2019 Pavement Management Plan Update.

### **BACKGROUND:**

The City currently maintains 45.88 centerline miles of paved surfaces, composed of 33.43 centerline miles of local streets and 12.45 centerline miles of collector and arterial streets. There is a total of over 10,013,395 square feet of pavement. The funding for maintenance of these streets comes from Gas Tax, SB 1, Measure M, competitive grants, and the City's General fund.

A pavement management system is a tool used to inventory, rate, track, budget, and plan for the future. It also tracks the performance of previous rehabilitation activities and uses that information to predict and recommend future activities.

Every street is inventoried, and its condition cataloged within the system. Every street is analyzed and prioritized for rehabilitation based not only by the condition of the street, but other factors such as traffic loading, previous pavement performance, truck traffic, and funding sources. The recommendations are used to maximize efficiency of spending.

The condition of the City's network of roads is constantly changing. Over the past five years, the City has experienced significant development and invested heavily on its network of streets. The Pavement Management Program was created in June 2007 and has been updated every two years since then.

One of the requirements of the Orange County Transportation Authority (OCTA) to remain eligible for Measure M funding is that each City have a Pavement Management System and update it every two years. The City is required to update the system and submit the update by June of 2019 to continue to receive Measure M funding. OCTA has mandated that all cities use a compatible PMS. That system is MicroPAVER. The City of Stanton will be using this system to coordinate with all of the cities within the County.

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

In 2011 Nichols Consulting Engineers was awarded the contract to develop the City's Pavement Management Plan thru a competitive process. They have performed updates to the plan in 2013, 2015, and 2017. As such they have a unique knowledge of the City's streets and have performed very well during these past updates.

#### **FISCAL IMPACT:**

Funds in the amount of \$23,600 are available from account 211-3500-608100.

#### **ENVIRONMENTAL IMPACT:**

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

#### **LEGAL REVIEW:**

The City Attorney has reviewed the contract.

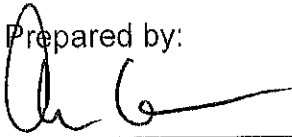
#### **STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Provide a quality infrastructure.

#### **PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

Prepared by:



---

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


Concur:



---

Stephen Parker, CPA  
Assistant City Manager

Approved by:



---

Bob Hall  
Interim City Manager

**ATTACHMENT:**

(1) Contract

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR PAVEMENT MANAGEMENT PLAN UPDATE**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and , a C Corporation, with its principal place of business at 1705 Bushard Street Suite 200, Fountain Valley, California 92708("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional pavement engineering consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional pavement engineering consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the 2019 Pavement Management Plan Update project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional pavement engineering consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 22, 2019 to June 30, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Allan Rigg.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates the Public Works Director, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Lisa Senn, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all



insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

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

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

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

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
  - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed twenty three thousand six hundred dollars (\$23,600) ("Total Compensation") without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

#### **3.3.2 Payment of Compensation.**

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public

works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

## **Nichols Consulting Engineers**

### **City:**

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### **3.5.3 Ownership of Materials and Confidentiality.**

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel

determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 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.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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



**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**3.18 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**

**3.20.1 Prior Approval Required.** Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
Bob Hall  
Interim City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND** Secretary,  
**AND** CORPORATE SEAL OF  
CONSULTANT REQUIRED]

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES/COMPENSATION**



Collaboration. Commitment. Confidence.<sup>SM</sup>

October 29 2018

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

**Subject: Update City of Stanton's Pavement Management Program FY 2018/2019**

Dear Allan:

Thank you for giving NCE the opportunity to submit a scope and cost proposal for the City of Stanton's (City) Pavement Management Program (PMP) for the 2018/2019 period.

Based on previous Orange County Transportation Authority (OCTA) report submittals, the City maintains a street network of 45.13 centerline miles of pavement (or 348 management sections). The network is broken down into MPAH and Local streets as shown in the table below.

Functional Classification	Centerline Miles	No. of Sections
MPAH	11.32	36
Local	33.81	312
Total	45.13	348

OCTA requires that all MPAH streets be re-inspected every two years and local streets be re-inspected every six years. The 2013 inspection cycle was the last time all local streets were re-inspected. This means that for the 2018/2019 cycle, all City maintained streets will need to be inspected.

The scope of work on the following pages describes in detail how NCE proposes to evaluate City-maintained street conditions, update records, prepare the updated PMP, and fulfill reporting requirements.

Fountain Valley, CA  
17050 Bushard St., Suite 200  
Fountain Valley, CA 92708  
(714) 848-8897

## SCOPE OF WORK

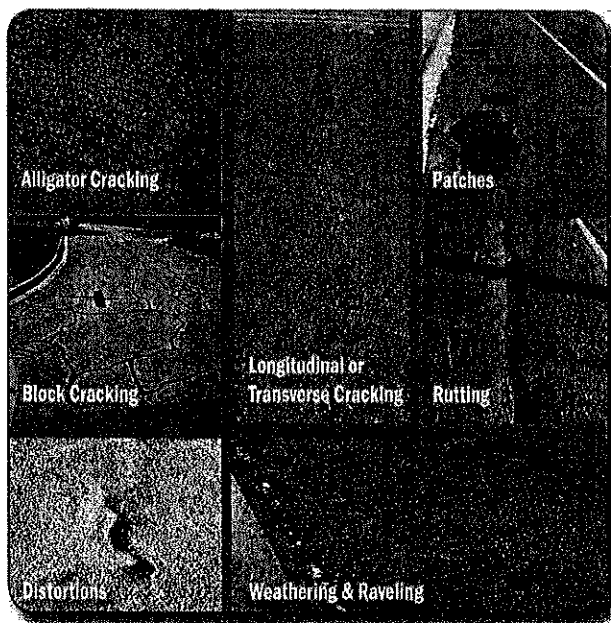
### TASK A – CONDITION SURVEYS & PCI CALCULATIONS

#### Kick-off Meeting

NCE will first meet with City staff to kick-off the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include the following:

- ❖ Scope of work, project schedule, budget and Invoicing requirements
- ❖ Points of contacts
- ❖ Scheduling and access requirements for field work
- ❖ Public safety concerns, requirements, and procedures
- ❖ Quality control activities
- ❖ Existing database records
- ❖ Maintenance and rehabilitation practices, records, and costs
- ❖ Maintenance budgets
- ❖ Available city maps and other relevant data
- ❖ Recent updates to the pavement database, if any
- ❖ New OCTA reporting requirements
- ❖ Other issues and appropriate

#### Pavement Condition Inspections



NCE will next perform pavement condition inspections on the City's maintained streets in accordance with ASTM D6433-11. A total of 45.13 centerline miles (348 sections) will be inspected. The distresses in the City, like many other Southern California communities, reflect the traffic levels, the local environment, and climate. Common distresses include alligator cracking, rutting, distortions, patches, and utility cuts, as well as weathering and raveling.

There are **three types of distress inspections** that agencies and consultants can perform for pavement management programs. Each type is described briefly below.

**Windshield inspections** — These are performed with two-person crews in a vehicle traveling at low speeds (under 15 miles per hour). The advantage of this method is that 100% of the roadway is inspected, and the inspection can be accomplished very quickly, safely, and inexpensively. However, the disadvantage is that the data collected tend to be of variable quality. In particular, low-severity distresses are typically not visible from a moving vehicle. This may result in a higher-than-expected condition rating of the streets, and consequently, a lower estimate of the backlog and pavement M&R needs.

**Walking inspections** — These are typically performed with one-person crews (for high-volume streets like expressways or major arterials, two-person crews may be needed for safety). The advantage of this inspection method is that it is highly accurate, since cracks and all other pavement distresses are measured and recorded. However, walking surveys are more labor-intensive and are thus more expensive than windshield surveys. ***OCTA recommends walking inspections for MPAH roadways.***



**Automated inspections** — These are typically performed with a customized vehicle that is equipped with a video or digital camera and/or laser bars. The advantage of this method is that the vehicles are equipped to perform inspections very quickly and safely. However, post-processing time can offset cost-savings in the field, and the quality of the data can be variable depending on light conditions (e.g., tree-lined streets with contrasts in light and dark) because shadows can mask some distresses. Typically, only the outer travel lanes are surveyed, and for most residential streets, only one lane is surveyed. No parking lanes are included, which eliminates distresses such as tree root distortions, edge cracking, oil spots from parked cars, etc. Finally, these vehicles are expensive to purchase (typically over \$100,000) and unless the City wishes to be tied to one vendor for future PMP updates, this option is not usually recommended.

**NCE recommends that the City use walking inspections for the following reasons:**

- ❖ Walking inspections are recommended by OCTA for the MPAH network.
- ❖ This method provides continuity with past inspections/updates in the City and allows a comparison between "apples and apples."
- ❖ Walking inspections are the most widely used procedure in cities and have established protocols both nationally and locally.

NCE will perform pavement condition inspections in accordance with the established standards as identified in ASTM D6433-11. A minimum of one sample unit per section will be inspected. Approximately one sample unit will be inspected for each 1,000 lineal feet of street. Any variation from the established procedures will be to accommodate unique local conditions, such as chip seals over Portland Cement Concrete (PCC) pavements, bleeding (see photo), or edge cracking. Any areas that are not typical of the entire section will be inspected and recorded as a special sample unit.



NCE's scope of work and condition inspections do not address issues including but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues, and short-term maintenance that should be performed (i.e., potholes that should be repaired).

NCE will be responsible for providing all equipment necessary for performance of this task. NCE will be more than happy to accommodate City personnel should they wish to observe the crew during the inspections. Individual City staff may also accompany NCE's field crews for up to ½ day each to gain hands-on training **at no additional cost** to the City. We have found this to be the most effective training method, as the individual becomes part of the data collection crew, rather than just an observer.

**Deliverable for this task:**

- ❖ Summary of kickoff meeting

**TASK B - QC/QA - RE-INSPECTIONS**

**Quality Control/Quality Assurance**

Quality Control/Quality Assurance (QC/QA) checks are critical on a project such as this, because a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC/QA component into all of our projects. For this project, we have proposed the inclusion of a QC/QA Manager, who will have the following responsibilities:

- ❖ Calibrate data collection activities
- ❖ Review field activities, including spot checks on the field crews
- ❖ Review field procedures and make changes as needed
- ❖ Compare the field data collected with on-site conditions
- ❖ Review data entry functions, including random spot checks
- ❖ Review reports generated, and analysis performed to ensure a quality product



---

### **Data Entry and PCI Calculations**

NCE will be responsible for providing all equipment necessary for performance of this task. The data will receive random quality control checks to ensure that it is complete and accurate.

All information collected from the condition inspections will be downloaded into the PMP database. This task will be performed at NCE's office in order to provide quality control of all data entered into the system. NCE will then perform the pavement condition index (PCI) calculations using the PMP software, and correct any errors found.

#### **Deliverables for this task:**

- ❖ PCI report (hardcopy and electronic)
- ❖ QC plan

### **TASK C – UPDATE MAINTENANCE & REHABILITATION HISTORY**

NCE will enter all maintenance and rehabilitation historical treatments since the last update in 2017. The City will need to provide historical records in the following format to NCE:

- ❖ Street Name
- ❖ Begin and ending limits of work
- ❖ Type of treatment
- ❖ Date of treatment
- ❖ Cost of treatment (optional)

Populating the PAVER database with recent data is extremely useful for determining future treatments and predicting performance of the various pavement sections. This includes overlays, reconstructions, and surface seals. Therefore, we highly recommend collecting this information and entering it into the PAVER database.

#### **Deliverable for this task:**

- ❖ M&R history report

### **TASK D – DECISION TREES & BUDGETARY ANALYSIS**

Development of the M&R decision tree is a critical step in any PMP implementation, as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting sequence and ultimate consequences.

NCE will review M&R strategies with City staff, including the recommendation and selection of appropriate treatments and the determination of treatment unit costs. This will also be an appropriate time to review the use of new treatments or materials, such as warm mix technology and cold-in-place recycling.

The M&R alternatives are used to determine effective treatments for each street section based upon criteria such as condition, pavement type, and functional class. Once these M&R alternatives are defined, a treatment unit cost will be determined for each alternative. These alternatives and costs will then be entered into the PMP database for budgetary analyses.

NCE will discuss with City staff the desired level of service they expect for each functional classification and each surface type for street sections. The advantages and disadvantages of each will be discussed, together with any local experiences.

This will include:

- ❖ Pavement preservation activities, e.g., chip, scrub, microsurfacing, thin overlays, crack filling, and a report to the City sealing.
- ❖ Rehabilitation, e.g., cold in-place recycling, full depth reclamation, foam asphalt, warm mix technology.
- ❖ Pavement condition for arterials, collectors, locals, and alley.
- ❖ Minimum level of acceptability for each surface type (i.e., asphalt, concrete).

All modifications will be noted and summarized in a report to the City.

NCE's experience in pavement engineering and design, as well as experience with local conditions, allows our staff to be able to provide the City with solutions that are innovative, sustainable, practical, and workable.

NCE will next perform a Budget Needs analysis using an analysis period to be determined by the City (assumed to be 7 years, although it can be as long as 20 years). This will identify M&R requirements for each road section and determine the total M&R requirements over the entire analysis period. The Needs Analysis identifies road sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the street sections for repair under constrained budgets.

The Budget Needs analysis answers the questions: "If I have unlimited funding for street maintenance and repair, which streets should I fix?" "When should I fix them?" "What treatments should I apply?" "How much will it cost?"

The budget scenarios evaluation prioritizes sections for repair under constrained, realistic, budgetary assumptions.

This module answers the question: "If the City has limited funds for street maintenance and repair, which streets have the highest priority for repairs, when should the City perform the repairs, and how much will it cost?"

NCE will perform up to three budget scenarios per OCTA guidelines. Examples of typical scenarios include:

- ❖ Consequences of existing funding levels over the next seven years. Looking at Projected PCI's, Backlog, and overall condition of street system.
- ❖ Funding levels to increase current PCI by one point.
- ❖ Funding levels required to maintain the PCI over the next seven years.

**Deliverable for this task:**

- ❖ Electronic copy of "Pavement Management Program", OCTA Template
- ❖ Budget Scenario results

**TASK E – OCTA SUBMITTALS & REPORT**

NCE will then complete the "Pavement Management Program" template as required by OCTA as of April 2018.

A draft copy of this report will be provided to the City for review. Upon receipt of the City's comments, a final report will be prepared.

**Deliverable for this task:**

- ❖ Three hard copies of "Pavement Management Program" template (including Certification letter)
- ❖ Two electronic copies on CD or flash drive

**PROJECT SCHEDULE**

NCE estimates that this project can be completed within 13 weeks after the City issues the Notice to Proceed.

Task Description	Schedule of Weeks of Completion following NTP
A. Condition Inspections and PCI Calculations	2 - 6
B. QC/QA - Reinspection	7
C. Update Maintenance & Rehabilitation History	1
D. Decision Trees & Budgetary Analysis	8 - 9
E. OCTA Submittals & Final Report	
<i>Draft Report</i>	10
<i>City Review</i>	11 - 12
<i>Final Report</i>	13
<b>Assumptions:</b>	
Task A assumes no weather delays and includes residential.	
Task E assumes a 2 week review period by City staff.	

## PROJECT COST

NCE's cost estimate to perform the above tasks is shown on the table below.

Task Description	Hourly Breakdown by Personnel					Total Cost
	Project Manager	QC/QA Manager	Project Engineer	Technician	Clerical	
A. Condition Inspections and PCI Calculations	8	2	8	96		\$ 13,100
B. QC/QA - Reinspection		2	3	16		\$ 2,500
C. Update Maintenance & Rehabilitation History			4			\$ 500
D. Decision Trees & Budgetary Analysis	4	2	24			\$ 4,300
E. OCTA Submittals & Final Report	4		16		4	\$ 3,200
Totals	16	6	55	112	4	\$ 23,600

### Assumptions:

Task A includes kickoff meeting, and a total of 348 sections will be surveyed.

Task B includes Reinspection of 5% of network.

Task C assumes that all M&R activities since 2017 will be entered into the database.

Task E includes a 2 week review period for the City

Task E includes New OCTA PMP reporting compliance (April 2018)

Thank you for the opportunity to submit this scope and cost for the City's 2019 PMP Update. We are excited to be working with the City again and look forward to hearing from you soon. Should you have any questions, please do not hesitate to contact me at 714.848.8897 or at LSenn@ncenet.com.

Sincerely,  
**NCE**



Lisa K. Senn  
Senior Project Manager

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**DATE: JANUARY 22, 2019**

**SUBJECT: ACCEPTANCE OF THE CIVIC CENTER AND LIBRARY PAINTING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

The Civic Center and Library Painting project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$46,200.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of January 22, 2019 and recommends that the City Council accept the completed work performed on this project.

The contract for the Civic Center and Library Painting Project is for \$38,000.00. Change orders approved at staff level exceeded the 10% maximum authorized at the time of award. Additional costs arose throughout the project in the total of \$8,200.00. Therefore, Staff requests that the Council authorize the final change order in the total amount of \$8,200.00. This change order was to paint the metal flashing throughout the Civic Center and find a solution for the uniform texture on the exterior walls.

### **RECOMMENDED ACTION:**

- 1) That the City Council declares this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
- 2) Approve Change Order No. 01 and additional funds in the total additive amount of \$8,200.00 to Dulux Painting, Inc. for the Civic Center and Library Painting Project; and
- 3) Authorize the Mayor to execute Change Order No. 01 and appropriate additional funds; and
- 4) Approve Budget Adjustment No. 2019-06 to appropriate \$8,200 to the City Hall Plaza Improvements account in the Capital Project Fund for this project; and

- 5) City Council accepts the completion of improvements for the Civic Center and Library Painting Project, as certified by the City Engineer, and affix the date of January 22, 2019 as the date of completion of all work on this project; and
- 6) Approves the final construction contract amount of \$46,200.00 with Dulux Painting, Inc.; and
- 7) 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; and
- 8) Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to Dulux Painting, Inc. in the amount of \$2,310.00.

#### **BACKGROUND:**

The Civic Center and Community Center Accessibility Improvement Project modernized the frontage of City Hall and Stanton's Library. By painting the exterior of the Civic Center and Library, the buildings were brought up to par with the recent focus of beautifying the front of City Hall. This project was a quick and cost-efficient way that tied in the buildings with the recent frontage improvements.

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

The Civic Center and Library Painting Project 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 Agreements for this project.

#### **FISCAL IMPACT:**

With the approval of Budget Adjustment No. 2019-06, funds for the project will be budgeted in account 305-1600-710145.

#### **ENVIROMENTAL 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.

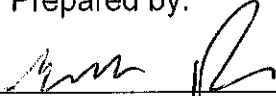
#### **STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Provide a quality infrastructure.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

Prepared by:



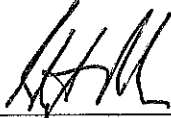
Guillermo Perez  
Associate Engineer

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

**ATTACHMENTS:**

- (1) Notice of Completion
- (2) Change Order No. 01
- (3) Budget Adjustment No. 2019-06

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

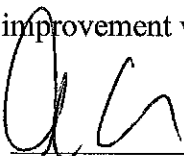
### NOTICE OF COMPLETION

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 January 22, 2019. The work was the Civic Center and Library Painting Project.
6. The name of the contractor for such work of improvement was: Dulux Painting, 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: 1/14/19  
Verification for Individual Owner

  
\_\_\_\_\_, City of Stanton  
Allan Rigg, City Engineer

### 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 1/14, 2019, at Stanton, California.

  
\_\_\_\_\_, City of Stanton  
Allan Rigg, City Engineer





PROJECT NAME: Civic Center and Library Painting Project  
CONTRACTOR: Dulux Painting, Inc.  
ENCUMBRANCE NO.:  
ORIGINAL CONTRACT: \$38,000.00

CHANGE ORDER: 1  
CCO COST: \$ 8,200.00  
CCO TOTAL IN % 21.58%  
CCO COST TO DATE: \$ 8,200.00  
CCO TOTAL TO DATE IN % 21.58%  
DATE: 3-Jan-19

CHANGE REQUESTED BY: City  
DESCRIPTION: Additional Work Requested to Complete Project

CO. TYPE: LS

The following changes are hereby incorporated into the project plans and specifications:

	QTY.	TYPE	COST	INCREASE	DECREASE
1. Added cost for solution to un-uniform texture on the exterior walls.	1	LS	\$ 5,200.00	\$ 5,200.00	
2. Added cost for painting flashing on roof.	1	LS	\$ 3,000.00	\$ 3,000.00	
CHANGE IN CONTRACT TIME			TBD - CALENDAR DAYS	NET CHANGE	\$ 8,200.00

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this is approved, that we will provide all equipment, furnish all material, except as may otherwise be noted above, and perform all services necessary for the above specified work, including field and home office expense and will accept as full payment therefore the prices shown above.

ACCEPTED, DATE: 1/2/19

CONTRACTOR: John Mantikas  
Dulux Painting Inc.

BY: [Signature]

TITLE: President

APPROVAL RECOMMENDED:

[Signature]  
CONSTRUCTION MANAGER

DATE: 1/3/19

[Signature]  
PUBLIC WORKS DIRECTOR/CITY ENGINEER

DATE: 1/14/19

APPROVED:

[Signature]  
CITY MANAGER

DATE:

**CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION**

BA # 2019-06

Date: January 14, 2019

**Title:** Public Works Director

Date: January 22, 2019

**Title:** Assistant City Manager

440

[illegible]

JUSTIFICATION:

To provide appropriation for additional painting costs of the Civic Center.

**Budget Adjustment Request Approved:**

Date \_\_\_\_\_

Budget Adjustment Processed:	
------------------------------	--

**Entered by**

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

# CITY OF STANTON

## REPORT TO CITY COUNCIL

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**DATE:** JANUARY 22, 2019

**SUBJECT:** RESOLUTION 2019-01 OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2017-187 FOR THE PROPERTY LOCATED AT 7901-7955 GARDEN GROVE BOULEVARD AND 12775-12975 BEACH BOULEVARD

### REPORT IN BRIEF:

The final parcel map for the development located at 7901-7955 Garden Grove Boulevard and 12775-12975 Beach Boulevard has been completed and reviewed by all required departments and agencies. This final parcel map is in compliance with the City's General Plan and zoning land use designations.

### RECOMMENDED ACTION:

1. Find that the adoption of the resolution is categorically exempt under Section 15332, Class 32 (In-Fill Development Projects); and
1. Adopt Resolution No. 2019-01 (Attachment) approving Final Parcel Map No. 2017-187; and
2. Find that the recordation of Final Parcel Map No. 2017-187 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
3. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, and any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code.

### BACKGROUND:

On March 28, 2018, the Planning Commission of the City of Stanton conditionally approved Tentative Parcel Map 2017-187, located at 7901-7955 Garden Grove Boulevard and 12775-12975 Beach Boulevard. The property is the commercial portion

# CITY OF STANTON

## REPORT TO CITY COUNCIL

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**DATE:** JANUARY 22, 2019

**SUBJECT:** RESOLUTION 2019-01 OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2017-187 FOR THE PROPERTY LOCATED AT 7901-7955 GARDEN GROVE BOULEVARD AND 12775-12975 BEACH BOULEVARD

### REPORT IN BRIEF:

The final parcel map for the development located at 7901-7955 Garden Grove Boulevard and 12775-12975 Beach Boulevard has been completed and reviewed by all required departments and agencies. This final parcel map is in compliance with the City's General Plan and zoning land use designations.

### RECOMMENDED ACTION:

1. Find that the adoption of the resolution is categorically exempt under Section 15332, Class 32 (In-Fill Development Projects); and
1. Adopt Resolution No. 2019-01 (Attachment) approving Final Parcel Map No. 2017-187; and
2. Find that the recordation of Final Parcel Map No. 2017-187 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
3. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, and any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code.

### BACKGROUND:

On March 28, 2018, the Planning Commission of the City of Stanton conditionally approved Tentative Parcel Map 2017-187, located at 7901-7955 Garden Grove Boulevard and 12775-12975 Beach Boulevard. The property is the commercial portion

of the Village Center site. The final parcel map has been reviewed, and found to be in compliance with the City's general plan and zoning land use designations. Once approved by the City of Stanton, the City of Garden Grove will then review and approve the map.

**ANALYSIS/JUSTIFICATION:**

Recording of the final parcel map is required per Section 66426 of the Subdivision Map Act. The City Engineer has reviewed the Final Parcel Map No. 2017-187 and all associated documentation, and is satisfied that the final parcel map substantially complies with the City's general plan and zoning land use designations.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA this project has been determined to be categorically exempt under Section 15332, Class 32 (In-Fill Development Projects).

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

2 - Provide a Strong Local Economy

Prepared by:



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

Approved by:



Bob Hall  
Interim City Manager

**Attachment:**

Resolution No. 2019-01

**RESOLUTION NO. 2019-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2017-187 FOR THE PROPERTY LOCATED AT 7901-7955 GARDEN GROVE BOULEVARD AND 12775-12975 BEACH BOULEVARD**

**WHEREAS**, on March 28, 2018 the Planning Commission of the City of Stanton conditionally approved Tentative Parcel Map 2017-187, located at 7901-7955 Garden Grove Boulevard and 12775-12975 Beach Boulevard; and

**WHEREAS**, all necessary documentation associated with this subdivision have been reviewed by the City Engineer; and

**WHEREAS**, the final parcel map is substantially in compliance with the previously approved Tentative Parcel Map 2017-187; and

**WHEREAS**, the City Council has made the finding that none of the conditions for mandatory denial exist relative to the proposed subdivision, in accordance with Section 66474, 66474.1 and 66474.2 of the Subdivision Map Act; and

**WHEREAS**, the City Council finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section) 65450) of Chapter 3 of Division 1 of the Government Code; and

**WHEREAS**, the City Council finds that final Parcel Map No. 2017-187 satisfies the provisions of the Subdivision Map Act, Stanton Municipal Code and the Conditions of Approval,

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Stanton, California, hereby approves final Parcel Map No. 2017-187.

**ADOPTED, SIGNED AND APPROVED** this 22<sup>nd</sup> day of January 2019.

---

**DAVID J. SHAWVER, MAYOR**

APPROVED AS TO FORM:

\_\_\_\_\_  
MAL RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-01 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on January 22, 2019, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA VAZQUEZ, CITY CLERK



# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** January 22, 2019

**SUBJECT: PROPOSED CHANGES TO PERSONNEL RULES AND REGULATIONS**

### **REPORT IN BRIEF:**

The City Council has established Personnel Rules and Regulations as set forth in Title II, Chapter 2.44 of the Stanton Municipal Code. From time to time the provisions of the Personnel Rules are changed based on changes in federal or state law or the needs of the organization have changed.

### **RECOMMENDED ACTION:**

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378 (b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Approve Resolution No. 2019-02 amending the City of Stanton Personnel Rules and Regulations.

### **BACKGROUND:**

The general purpose of the personnel rules is to establish a system of personnel administration that meets the social, economic and program needs of City staff. This system shall provide means to recruit, select, develop and maintain an effective and responsive work force, and shall include policies and procedures for employee hiring and advancement, training and career development, job classification, pay administration, fringe benefits, discipline, discharge and other related activities.

The Personnel Rules and Regulations were last amended in February of 2018.

### **ANALYSIS/JUSTIFICATION:**

In order to keep the Personnel Rules and Regulations up to date and to meet the changing needs of the organization, updates are required on a periodic basis. The City proposes to amend the Personnel Rules and Regulations as set forth below. The reasons for these proposed changes are:

- To make minor corrections and updates for accuracy, clarification and consistency.

Council  
Agenda Item #

9K

- To revise Article XI. Workweek, Overtime and Premium Pay, Section 2.D. Payment for Overtime to emphasize that an employee must work at least ten (10) hours in a workday or forty (40) hours during a workweek in order to accrue overtime.
- To revise and update Article XIX. Policy Against Harassment, Discrimination, and Retaliation as follows:
  - To revise and consolidate Section 1. Purpose and Policy by updating the list of protected classes in conformance with existing laws and eliminating sub sections that are largely redundant.
  - To revise Section 4. Preventing Harassment and Discrimination by updating and establishing a clear procedure for the submittal of harassment, discrimination, and retaliation complaints.
  - To eliminate Section 6. Employee's Duty to Disclose Benefits Received given that the policy already makes it clear that conditioning employment benefits on submission to sexual demands is prohibited.
  - To consolidate Section 7. Anti-Retaliation Policy by eliminating duplicative sub sections D and E.

These changes are recommended to ensure clarity for employees and bring the rules into conformity with new laws. The proposed changes will be distributed to all city employees and each employee will have the opportunity to discuss the changes and ask questions of the Personnel Officer.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

Not applicable.

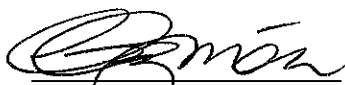
**PUBLIC NOTIFICATION:**

Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

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

Prepared by:



Cynthia Guzman  
Human Resources Specialist

Approved by:



Robert Hall  
Interim City Manager

**Attachments:**

1. Resolution No. 2019-02
2. Exhibit A

**RESOLUTION NO. 2019-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING AND ADOPTING PERSONNEL RULES FOR THE ADMINISTRATION OF THE CITY'S PERSONNEL SYSTEM AND REPEALING ALL OTHER RESOLUTIONS AND MOTIONS INCONSISTENT HEREWITH**

**WHEREAS**, the City Council is authorized and directed under the provisions of Ordinance No. 523 to adopt rules and regulations of the personnel system created in said ordinance; and

**WHEREAS**, the current Personnel Rules were adopted by the City on October 14, 2003 by Resolution No. 2003-38 and last amended in February of 2018 by Resolution 2018-03; and

**WHEREAS**, changes in the needs of the City and in applicable laws have occurred which necessitate changes in certain of the existing Personnel Rules; and

**WHEREAS**, the City desires to make the changes to the Personnel Rules adopted herein.

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

1. The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchase for supplies, personnel-related actions, general policy and procedure making.
2. The Amended Personnel Rules and Regulations attached hereto as Exhibit A and incorporated herein by this reference are hereby adopted in accordance with the City's Ordinance No. 523.
3. The City Manager is directed to implement this policy.

**ADOPTED, SIGNED AND APPROVED** this 22<sup>nd</sup> day of January, 2019.

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DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

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MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-02 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on January 22, 2019, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

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

## **Exhibit A**

### **ARTICLE X. CLASSIFICATION**

Section 1. Preparation of Plan. The Personnel Officer shall ascertain and record the duties and responsibilities of all positions in the classified service and, after consulting with heads of departments, shall recommend a position classification plan for such positions. The position classification plan shall consist of classes of positions in the classified service defined by class specifications, including the title. The position classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class.

Section 2. Adoption, Amendment and Revision of Plan. The position classification plan shall be adopted by and may be amended from time to time by resolution of the City Council. At the time of consideration by the City Council, any interested party may appear and be heard.

Section 3. Allocation of Positions. Following the adoption of the position classification plan, the Personnel Officer shall allocate every position in the classified service to one of the classes established by the plan.

Section 4. New Positions. Before filling a newly created position in the classified service, the position classification plan shall be amended to provide therefor and an appropriate employment list shall be established for such position.

Section 5. Reclassification. Positions, the duties of which have changed materially so as to necessitate reclassification, shall be allocated by the Personnel Officer to a more appropriate class, whether new or already created. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions. Reclassifications shall normally occur during the budget preparation process.

### **ARTICLE XI. WORKWEEK, OVERTIME AND PREMIUM PAY**

#### **Section 1. Workweek.**

- A. The normal workweek shall be forty (40) hours consisting of four (4) consecutive ten (10)-hour work days within a period of seven (7) consecutive days starting at 12:01 a.m. on Sunday and ending at 12:00 a.m. midnight on the following Sunday. The normal work schedule shall begin on Monday and end on Thursday; however, variations of this schedule may be necessary due to the hours of service of the various departments.
- B. Employees shall be given a seven (7) day advance notice of a shift change whenever practicable. The notice requirement shall not apply when an employee agrees to a shift change with less notice, or when an emergency situation requires less notice.
- C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.
- D. This Section shall not prevent an employee or group of employees from requesting a modified work schedule.

Section 2. Overtime and Compensatory Time Off.

A. Distribution of Overtime.

(1) Overtime opportunities shall be made available on an equal basis to employees capable of performing the work.

(2) No employee shall work overtime unless such overtime has been authorized in advance by a Department Head, his/her designee, or the City Manager.

B. Notification of Employee. An employee who may be asked to perform overtime shall be notified of the apparent need for such overtime as soon as practicable prior to when the overtime is expected to begin.

C. Calculation of Hours Worked. For the purposes of overtime and compensatory time off, "hours worked" shall only include those periods of time that the employee is required to be on duty or to be on the City's premises or at a prescribed workplace, and all time during which an employee is suffered or permitted to work. As such, time spent on a paid leave of absence shall not be included in the calculation of hours worked.

D. Payment for Overtime.

(1) Employees not in the Administrative Service shall be paid at the rate of one and one-half (1½) times their hourly rate for all hours actually worked in excess of ten (10) hours in a workday or forty (40) hours during the normal workweek. Overtime is paid in increments of 30 minutes. Time worked shall be rounded off as one (1) hour for 45 minutes and one-half (1/2) hour for 15 minutes. Overtime shall not accrue until the affected employee has worked at least ten (10) hours in a workday or forty (40) hours during a workweek. No overtime will accrue during any scheduled closure of City Hall if the affected employee is scheduled to work during such period except where the employee works more than ten (10) hours in a workday or more than forty (40) hours during a workweek.

(2) Exempt and nonexempt status is determined by the Personnel Officer in accordance with all applicable laws.

(3) Time worked as overtime shall not be used to earn supplemental benefits or to serve out probation or merit salary increase periods.

E. Conversion of Overtime to Compensatory Time Off. Employees who have earned overtime compensation may elect to convert their overtime into compensatory time off at a rate of one and one-half (1½) hour for each hour actually worked in accordance with the following restrictions:

(1) The employee must elect to convert his/her overtime to compensatory time off prior to working the overtime. If the employee does not indicate a preference prior to working the overtime, overtime hours shall be paid.

(2) Once compensatory time is credited, it can be used only as compensatory time off.

remedy sought by the employee. The employee shall also attach all relevant documentary evidence to the written grievance. The Personnel Officer shall have fourteen (14) days in which to review the matter. The Personnel Officer may, in his/her discretion, schedule a meeting with the employee to discuss the grievance. At the conclusion of the review the Personnel Officer shall render a written decision. The decision of the Personnel Officer shall be final.

#### Section 4. General Provisions.

- A. An employee may have a representative present during grievance meetings.
- B. No retribution or prejudice shall be suffered by employees making use of the grievance procedure by reason of such use.
- C. All documents, communications, and records dealing with the processing of grievances shall be filed separately from personnel files.
- D. Failure at any step of this grievance procedure to fully comply with the requirements of this Article shall be deemed a waiver of the employee's rights to proceed under this Article.
- E. Failure at any step of this grievance procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
- F. Failure of the aggrieved employee, at any step of this grievance procedure, to submit the decision on a grievance to the next step within specified time limit shall be deemed acceptance of the decision rendered.
- G. The time limits specified at any step in this grievance procedure may be extended by mutual agreement.
- H. Reasonable time off without loss of pay shall be given to an employee who has a grievance and to his/her representative in order to participate in the grievance hearings. However, employees shall not be entitled to compensation to prepare for his/her grievance hearings.

### **ARTICLE XIX. POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION**

#### Section 1. Purpose and Policy.

- ~~A. Purpose. The City of Stanton is committed to providing a work environment which is free of harassment or discrimination because of gender, genetic characteristics or information, race, color, national origin, ancestry, religion, creed, sex, physical, mental, or intellectual disability, medical condition, marital status, veteran status, sexual orientation, age, or any basis protected by applicable federal, state, or local law. The City is also committed to providing a work environment free from retaliation because of an employee's opposition to unlawful harassment or discrimination or participation in an employment discrimination or harassment investigation, proceeding, or hearing. In keeping with this commitment, this Article strictly prohibits harassment, discrimination,~~

~~and retaliation of this nature. Behavior or actions which result in or establish an environment of such harassment, discrimination, or retaliation are strictly prohibited.~~

- A. Policy. The City of Stanton is committed to providing a workplace free of unlawful harassment, discrimination, and retaliation in accordance with applicable laws. This includes sexual harassment (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race, color, religion, religious creed (including religious dress and religious grooming practices), sex, national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by federal, state, or local laws.

The City strongly disapproves of and will not tolerate harassment, discrimination, or retaliation against applicants, employees, unpaid interns, or volunteers by managers, supervisors, co-workers or third parties with whom employees come into contact, consistent with applicable law. Similarly, the City will not tolerate harassment, discrimination, or retaliation by its employees directed toward non-employees with whom the City employees have a business, service, or professional relationship (such as independent contractors, vendors, clients, volunteers, or interns).

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- B. ~~The City maintains a strict policy prohibiting all types of harassment or discrimination because of gender, genetic characteristics or information, race, color, national origin, ancestry, religion, creed, sex, physical, mental, or intellectual disability, medical condition, marital status, veteran status, sexual orientation, age, or any basis protected by applicable federal, state, or local law. The City also maintains a strict policy prohibiting retaliation because of an employee's opposition to unlawful harassment or discrimination or participation in an employment discrimination or harassment investigation, proceeding, or hearing. All such harassment, discrimination, or retaliation is prohibited. This policy applies to all employees involved in the operations of the City and prohibits harassment by any employee of the City including Supervisors and co-workers, and by anyone doing business with the City. If harassment occurs on the job by someone not employed by the City, the applicable procedures in this policy should be followed as if the harasser were an employee of the City.~~

## Section 2. Definitions.

- A. **Harassment.** Harassment is unwelcome verbal, visual, or physical conduct that creates an intimidating, offensive, or hostile work environment or that interferes with work performance when such conduct is based on an employee's genetic characteristics or



information, race, color, national origin, ancestry, religion, creed, sex, physical, mental, or intellectual disability, medical condition, marital status, veteran status, sexual orientation, age, or any basis protected by applicable federal, state, or local law. Such conduct constitutes harassment when:

- (1) Submission to the conduct is made either an explicit or implicit condition of employment;
- (2) Submission to or rejection of the conduct is used as the basis for an employment decision; or
- (3) The harassment unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

B. Harassment Examples. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, computer images, or cartoons regarding an employee's gender, genetic characteristics or information, race, color, national origin, ancestry, religion, creed, sex, physical, mental, or intellectual disability, medical condition, marital status, veteran status, sexual orientation, age, or any basis protected by applicable federal, state, or local law.

C. Sexual Harassment.

(1) Sexual harassment is unwanted sexual advances; requests for sexual favors; or visual, verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made a term or condition of employment; or (b) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

(2) This definition includes many potential forms of offensive behavior. The following is a list of some examples:

- (a) Unwanted sexual advances.
- (b) Offering employment benefits in exchange for sexual favors.
- (c) Making or threatening reprisals after a negative response to sexual advances.
- (d) Visual conduct: leering, making sexual gestures, or displaying of sexually explicit jokes.
- (e) Verbal sexual advances or propositions.
- (f) Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body or dress, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- (g) Physical conduct: touching, assault, impeding or blocking movements.

(h) Retaliation for threatening to or reporting harassment.

(3) Sexual harassment can occur between members of the same or opposite sex. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a Supervisor or manager, or harassment by anyone doing business with or for the City.

D. Supervisor. Any employee having authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or to effectively recommend that action, if, in connection with the foregoing, the exercise of that authority is not merely of a routine or clerical nature, but requires the use of independent judgment.

### Section 3. Mandatory Training.

A. Non-Supervisory Employees. All employees who are hired by the City will be given a copy of this Article, and will receive guidance on its provisions and the City's commitment to provide a harassment-free, discrimination-free, and retaliation-free workplace.

B. Supervisory Employees.

(1) All Supervisors will be trained once every two (2) years on matters relating to the prevention, reporting, and investigation of harassment, discrimination, and retaliation. Further, individuals appointed to Supervisory positions from a non-Supervisory position or as a new employee shall receive training within six (6) months of their hiring or assumption of the Supervisory position.

(2) Supervisory training will last for a minimum of two (2) hours.

(3) Supervisory training will be conducted in a classroom or other interactive setting and will, at a minimum, cover the following topics:

(a) Information and practical guidance regarding federal and state statutory laws about harassment, including sexual harassment;

(b) Information about the correction of harassment and the remedies available to victims of harassment; and

(c) Practical examples aimed at instructing Supervisors in the prevention of harassment, discrimination, and retaliation.

Section 4. Preventing Harassment and Discrimination. It is the responsibility of every City employee to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents the City from having the opportunity to correct the situation. The City's complaint procedure provides for a prompt, thorough and objective investigation of every harassment or discrimination claim, appropriate disciplinary action against one found to have engaged in prohibited harassment or discrimination, and appropriate remedies to any victim of harassment or discrimination. Employees should follow the following procedure to notify the City of harassment and/or discrimination:

A. Submitting a Complaint. Any incidents of discrimination, harassment, or retaliation, including work-related harassment by any City personnel or any other person, or any conduct believed to violate this policy, must be reported immediately. Complaints shall be made in writing to the Human Resources Specialist. The complaint should include details of the incident(s), names of individuals involved, and the names of any witnesses. An individual is not required to bring a complaint to the Human Resources Specialist if the individual is uncomfortable doing so for any reason. In that case, complaints should be reported to the Personnel Officer. If the Personnel Officer is involved in the reported conduct the complaint should be referred to the City Attorney who will coordinate with the City Council to review and investigate the reported conduct.

B. Managers and supervisors have a special responsibility under this policy. All levels of management and all supervisors are responsible for compliance with this Policy Against Harassment, Discrimination, and Retaliation AND for ensuring that everyone in their department is aware of, understands and adheres to this policy. Supervisors and managers who receive complaints or who observe or learn of discriminatory, harassing, or retaliatory conduct must immediately inform the Human Resources Specialist, unless the Human Resources Specialist is involved in the reported conduct, in which case the complaint should be referred to the Personnel Officer, so that the investigation may be initiated.

A. ~~Employees who believe they have been harassed or discriminated against on the job, including by persons doing business with or for the City, must provide a verbal or written complaint to their Supervisor or the Personnel Officer as soon as possible. If the reported conduct involves a person in the employee's direct chain of command, or if for any reason the employee feels uncomfortable making a report to his/her Supervisor, the report must be made to the Personnel Officer or City Attorney. Complaints regarding the City Manager or the City Attorney must be submitted to the City Clerk for consideration by the City Council during closed session. Complaints regarding a member of the City Council must be reported to the Personnel Officer or the City Attorney.~~

(+)C. Employee Protection Line. Employees may also submit complaints of harassment or discrimination through the City's Employee Protection Line. The procedures for utilizing the Employee Protection Line are set forth in Article XXXIX of these Personnel Rules.

B. ~~The complaint should include details of the incident(s), names of individuals involved, and the names of any witnesses. Supervisors and managers must immediately refer all harassment and discrimination complaints to the Personnel Officer of the City, unless the Personnel Officer is involved in the reported conduct, in which case the complaint should be referred to the City Attorney.~~

C.D. Investigation of Complaints. All incidents of harassment and discrimination that are reported must be investigated. The Personnel Officer, or City Attorney in cases involving the Personnel Officer, will undertake and/or direct a prompt, thorough, and objective investigation of the harassment or discrimination allegations. The investigation will be completed and a determination regarding the harassment or discrimination alleged will be made and communicated to the employee(s) who complained and the accused harasser(s). If the City determines that harassment or discrimination has occurred, the City will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment or discrimination. If a complaint of harassment or discrimination is substantiated,

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appropriate disciplinary action, up to and including discharge, will be taken. The City will also take appropriate action to remedy any loss to the employee resulting from the harassment or discrimination.

D.E. Employees may be placed on a paid administrative leave during an investigation until the conclusion of a discrimination or harassment investigation.

E.F. All employees should note that the failure to use the City's complaint procedure may have an adverse effect on any claim under this Article if such claims are litigated.

Section 5. Confidentiality. The City will take all reasonable steps available to maintain the confidentiality of all complaints of harassment and discrimination as well as all information gathered during the investigation. However, employees may not make an anonymous complaint and the City cannot guarantee absolute confidentiality as disclosure of information is necessary to complete the investigation. All employees involved in the investigation of harassment or discrimination complaints will be admonished to keep all information related to the investigation confidential, and that revealing such information is grounds for discipline.

~~Section 6. Employee's Duty to Disclose Benefits Received. Employees are hereby informed that no Supervisor, manager, or officer of the City, or other person or entity doing business with the City, is authorized to expressly or impliedly condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's consent to any sexual demand. To the contrary, all employees are instructed that they must refuse such demands and report them promptly either to their immediate Supervisor, the Personnel Officer, or the City Attorney. Any employee who is found to have obtained any benefit from the City because he/she submitted to an unreported sexual demand may be disciplined appropriately, and may be subject to reimbursing the City for the value of any benefits received. Any employee making such a demand will be similarly disciplined.~~

~~Section 7.~~ Section 6. Anti-Retaliation Policy. The City prohibits retaliation against any employee because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment; or because of the employee's participation in an employment discrimination or harassment investigation, proceeding, or hearing. Any retaliatory adverse action because of such opposition or participation will not be tolerated, and may also be unlawful.

- A. Examples of Opposition. Opposition to perceived harassment or discrimination includes, but is not limited to, threatening to file or filing a harassment and/or discrimination complaint with the Equal Employment Opportunity Commission ("EEOC"), the Department of Fair Employment and Housing ("DFEH"), union or court, or complaining or protesting about alleged harassment or discrimination to a Supervisor, manager, co-worker or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative.
- B. Examples of Participation. The City will not tolerate retaliation against any individual because he/she has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state harassment or discrimination statutes or at other hearings regarding protected employee rights, such as an application for unemployment benefits. The City also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights.

C. **Examples of Adverse Actions.** For purposes of this Article, an adverse action can include, but is not limited to, the following acts, when the act is taken because of the employee's opposition to harassment or discrimination, or because of the employee's participation in an employment discrimination or harassment investigation, proceeding, or hearing: disciplinary actions, negative performance evaluations, undesirable transfer, undesirable assignments, negative comments, unwarranted criticism, actions that harm the employee outside the workplace, undesirable change in benefits, undesirable change in work schedule, unwarranted exclusion from meetings or events, or undesirable change in work duties.

D. ~~The City's Complaint Procedure. The City's complaint procedure provides for a prompt, thorough and objective investigation of any claim of retaliation because of opposition to alleged discrimination or harassment, or participation in a proceeding regarding alleged discrimination or harassment. Employees who believe that they have been retaliated against because of their opposition to an employment practice which they reasonably believe to be discriminatory or harassing, or because of their participation in a hearing or proceeding regarding alleged harassment or discrimination, should follow the following procedure to notify the City of retaliation:~~

~~(1) **Submitting a Complaint.** Employees who believe they have been retaliated against because of opposition to alleged discrimination or harassment, or participation in a proceeding regarding alleged discrimination or harassment, must provide a verbal or written complaint to their Supervisor or the Personnel Officer as soon as possible. If the reported conduct involves a person in the employee's direct chain of command, or if for any reason the employee feels uncomfortable making a report to his/her Supervisor, the report must be made to the Personnel Officer or City Attorney. Complaints regarding the City Manager or the City Attorney must be submitted to the City Clerk for consideration by the City Council during closed session. Complaints regarding a member of the City Council must be reported to the Personnel Officer or the City Attorney.~~

~~(a) **Employee Protection Line.** Employees may also submit complaints of retaliation through the City's Employee Protection Line. The procedures for utilizing the Employee Protection Line are set forth in Article XXXIX of these Personnel Rules.~~

~~(2) The complaint should include details of the incident(s), names of individuals involved, and the names of any witnesses. Supervisors and managers must immediately refer all retaliation complaints to the Personnel Officer of the City, unless the Personnel Officer is involved in the reported conduct, in which case the complaint should be referred to the City Attorney.~~

~~(3) **Investigation of Complaints.** All complaints of prohibited retaliation which are reported to the City will be investigated. The City will undertake and/or direct a prompt, thorough and objective investigation of the retaliation allegations. The investigation will be completed and a determination regarding the alleged retaliation will be made and communicated to the employee who complains and to the person(s) accused of retaliation.~~

~~(4) If the City determines that an individual has suffered adverse action in retaliation for opposition to alleged harassment or discrimination, or participation in a proceeding~~

~~related to alleged harassment or discrimination, the City will take effective remedial action appropriate to the circumstances. The City will also take action to deter any future retaliation. If a complaint of unlawful retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. Whatever action is taken against the person responsible for the retaliation will be communicated to the employee who complained, except as may be precluded by law.~~

~~(5) Employees may be placed on a paid administrative leave during an investigation until the conclusion of a retaliation investigation.~~

~~E. Confidentiality. The City will take all reasonable steps available to maintain the confidentiality of all complaints of retaliation as well as all information gathered during the investigation. However, employees may not make an anonymous complaint and the City cannot guarantee absolute confidentiality as disclosure of information is necessary to complete the investigation. All employees involved in the investigation of retaliation complaints will be admonished to keep all information related to the investigation confidential, and that revealing such information is grounds for discipline.~~

~~Section 8. Section 7. Additional Enforcement Information.~~ In addition to the City's internal complaint procedure, employees should also be aware that the EEOC and the DFEH investigate and prosecute complaints of harassment, discrimination, and/or retaliation in employment. You can contact the EEOC as follows: Los Angeles District Office, 255 East Temple, 4th Floor, Los Angeles, California 90012; 213-894-1000. You can contact the DFEH as follows: Los Angeles Office, 1055 W. 7<sup>th</sup> Street, Suite 14, Los Angeles, California 90017; 800-884-1684.

~~Section 9. Section 8.~~ The policies and procedures herein apply to the prohibited types of harassment, discrimination, and retaliation; and employees should feel free, without fear of retaliation, to follow the procedures set forth above if they believe they have been harassed, or discriminated or retaliated against. For more information contact the Personnel Officer.

## **ARTICLE XX. LAYOFF PROCEDURES**

Section 1. Elimination of Positions. Whenever, in the judgment of the City Council, it becomes necessary in the interest of economy or because the necessity for the classified position or employment no longer exists, the City Council may abolish any position or employment in the classified service and lay-off, demote or transfer an employee holding such classified position or employment without filing written charges and without the right of appeal.

Section 2. Layoff Procedure.

When a layoff is necessary, employees shall be subject to layoff by class and position as determined in the discretion of the City and irrespective of tenure, probationary status, rank, seniority and/or previously held position in the service of the City.

- A. Written Notice of Layoff. Any employee to be laid off will be given written notice of layoff not less than sixty (60) days prior to the effective date of such layoff.
- B. Specially Funded Positions. When a position is created and is funded by a grant of funds from the State or the Federal Government, the position shall be automatically abolished when the funding is terminated. The incumbent of the position shall be

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** January 22, 2019

**SUBJECT: WOMEN OF DISTINCTION AWARDS PROGRAM SELECTION COMMITTEE**

### **REPORT IN BRIEF:**

In June of 2018 the City Council provided staff with direction to implement a Women of Distinction Awards Program.

### **RECOMMENDED ACTION:**

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. City Council receive the staff report and appoint members as proposed to serve on the Women of Distinction Awards Program Selection Committee.

### **ANALYSIS/JUSTIFICATION:**

At the Tuesday, June 26, 2018, City Council meeting, City Council approved the implementation of a Woman of Distinction Awards Program in the City of Stanton. Nominations are currently being sought and will be available for review by a Selection Committee after January 31, 2019. The Selection Committee will consist of Council Member Carol Warren and Stanton residents Jhovana Ramirez, Jennifer Shawver and Mavis Ethans. Selected nominees will be recognized at the Tuesday, March 12, 2019, City Council Meeting.

### **FISCAL IMPACT:**

None.

### **ENVIRONMENTAL IMPACT:**

This item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

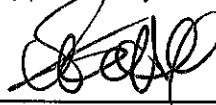
Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared by:



Cynthia Guzman  
Human Resources Specialist

Approved by:



Robert W. Hall  
City Manager



# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** January 22, 2019

**SUBJECT: CONSIDERATION OF MOVING TO ONE COUNCIL MEETING PER MONTH**

### **REPORT IN BRIEF:**

Recent questions have been presented about moving Stanton City Council meetings to once a month. This report reviews some of the benefits and consequences of such an action.

### **RECOMMENDED ACTION:**

- 1) That City Council discuss the agenda item and provide direction to staff.

### **BACKGROUND:**

The City of Stanton has historically met on the second and fourth Tuesdays of each month. Stanton's Municipal Code in Section 2.04.010 calls for City Council meetings to take place in council chambers at City Hall at 7800 Katella Ave at a time and date established by resolution of the City Council. In Resolution No. 2004-20, Council reaffirmed the City Council Rules of Order, which identifies timing of meetings as the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month, while going dark the second meeting in December.

### **ANALYSIS/JUSTIFICATION:**

Questions have come up recently about moving Stanton's City Council meetings to one meeting per month, as is done in at least one local city. There are a number of Stanton City Council meetings in the course of the year that have a limited number of action items associated with them, and reducing the number of meetings a year would reduce costs at the City. Some effects of moving to one meeting per month are discussed further.

Benefits of moving to once a month include a reduction of efforts City staff make towards Council meetings that could be reallocated to other concerns of the City. Stanton works with a streamlined staff and moving to fewer meetings would allow them to work on additional projects. There would, of course, also be some reduced costs relating to fewer meetings held, though those costs might be rather small as Council already took action in 2013 to move to a paperless agenda while providing iPads for

City Council to review those agendas. City Council would also have a reduced workload with fewer meetings scheduled.

Negative impacts on staff in their effort to conduct the business of the City at first glance would be rather limited. Other governmental entities meet only once per month and meet all federal or state requirements. Some agencies review all accounts payable prior to checks being cut, which causes time sensitivity of meetings, but Stanton is in the clear majority of governmental agencies by reviewing payables after the fact. The California Government Code used to call for reviews of quarterly investment reports prior to 30 days after the quarter end, but that requirement has now become a recommendation, and would not adversely affect the City.

The most significant effect that moving to one meeting per month would have on the City appears to be a delay in the implementation of decisions made by the Council and a potential reduction in the timeliness of development. For instance, ordinances that are approved by Council require a second reading and then 30 days prior to implementation. A two or sometimes three week delay would occur if there wasn't a second regularly scheduled meeting in a given month, as ordinances cannot be read at special meetings. In addition, development items approved by the Planning Commission on the first and third Wednesdays of the month could see the same two or sometimes three week delay before being able to be seen by City Council unless a special meeting was scheduled.

One alternate approach to moving to one meeting per month could be encouraging staff to push action items to one of the two regularly scheduled meetings, such as the first meeting of each month. Then, if there were no items of note for the second meeting of the month, it could be cancelled. This could have the same effect of a reduced meeting count without facing the potential negative effect of delaying ordinance implementation or development in the City. It would also follow City Council's recommendation to the Parks, Recreation and Community Services Commission when they proposed moving their meetings to every other month. Council maintained a regularly scheduled monthly meeting for the commission, but indicated that meetings did not need to occur when significant business was not on the agenda. Three of the last six meetings of the commission have been cancelled due to the lack of significant business before the commission.

#### **FISCAL IMPACT:**

Undetermined at this time.

#### **ENVIRONMENTAL IMPACT:**

None.

#### **LEGAL REVIEW:**

None.

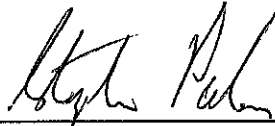
**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



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Assistant City Manager

Approved by:



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Robert W. Hall  
Interim City Manager