



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, SEPTEMBER 24, 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 Taylor
  - Council Member Van
  - Council Member Warren
  - Mayor Pro Tem Ramirez
  - Mayor Shawver
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

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

**4. CLOSED SESSION**

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

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

**Number of cases: 1**

City of Huntington Beach v. City of Fountain Valley, et al. Orange County Superior Court, Case Number: 30-2019-01071652

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

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

**7. PLEDGE OF ALLEGIANCE**

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

**9. CONSENT CALENDAR**

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

## **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 September 5, 2019 and September 11, 2019, in the amount of \$410,173.20.

- 9C. APPROVAL OF MINUTES**

1. City Council approve Minutes of Special Meeting – September 10, 2019; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – September 10, 2019.

- 9D. HOUSING AUTHORITY ANNUAL REPORT FOR FISCAL YEAR 2018-2019**

The Housing Authority Annual Report for Fiscal Year 2018-2019 is being presented for consideration as required by State Law.

**RECOMMENDED ACTION:**

1. Authority Board 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. Receive and file the Annual Progress Report.

**9E. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON  
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT  
FUND**

Staff was recently informed by the Local Agency Investment Fund (LAIF) that a new resolution must be adopted, which identifies those individuals responsible for investment decisions on behalf of the City of Stanton.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve Resolution No. 2019-43, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON  
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY  
INVESTMENT FUND".**

**9F. A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF  
STANTON, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL  
AGENCY INVESTMENT FUND (HOUSING AUTHORITY)**

Staff was recently informed by the Local Agency Investment Fund (LAIF) that a new resolution must be adopted, which identifies those individuals responsible for investment decisions on behalf of the Stanton Housing Authority.

**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. Approve Resolution No. SHA 2019-03, entitled:

**"A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE  
CITY OF STANTON, CALIFORNIA, AUTHORIZING INVESTMENT OF  
MONIES IN THE LOCAL AGENCY INVESTMENT FUND".**

## **9G. RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL**

The attached Resolution makes changes to the Position Classification Manual by adding the job classification of Finance Director, revising the Senior Facilities Maintenance Worker classification and converting two part-time Community Services Coordinator positions into one full-time position.

### **RECOMMENDED ACTION:**

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and
2. Adopt Resolution No. 2019-42 amending the Position Classification Manual, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE POSITION CLASSIFICATION MANUAL”; and**

3. Approve Budget Adjustment 2020-08 to appropriate \$23,053 to the Salary – Full Time accounts in the Gas Tax and General Fund related to the Community Services Coordinator and Senior Facilities Maintenance Worker positions.

## **9H. AWARD OF CONTRACT FOR PROFESSIONAL CONSTRUCTION INSPECTION SERVICES TO NV5, INC FOR THE FY 19/20 CITYWIDE STREET RESURFACING PROJECT AND THE SEWER CONDITION IMPROVEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

Staff solicited Proposals to provide Construction Inspection Services for the FY 19/20 Citywide Street Resurfacing Project and the Sewer Condition Improvement Project. Eleven proposals were received and evaluated. Based on this qualifications-based selection process, staff recommends awarding the contract to NV5, Inc. The cost for completing these services is a maximum of \$179,500.

### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
2. Award a contract for professional construction inspection services to NV5, Inc. to provide construction inspection services for a maximum contract amount of \$179,500; and
3. Authorize the City Manager to bind the City of Stanton and NV5 in a contract to provide professional construction inspection services.

## **9I. AUGUST 2019 INVESTMENT REPORT**

The Investment Report as of August 31, 2019 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 August 2019.

## **9J. AUGUST 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of August 31, 2019 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 August 2019.

## **END OF CONSENT CALENDAR**

- |                                |              |
|--------------------------------|--------------|
| <b>10. PUBLIC HEARINGS</b>     | <b>None.</b> |
| <b>11. UNFINISHED BUSINESS</b> | <b>None.</b> |
| <b>12. NEW BUSINESS</b>        | <b>None.</b> |

### **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 19<sup>th</sup> day of September, 2019.

s/ Patricia A. Vazquez, City Clerk/Secretary

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# Agenda Item: 9B

## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

September 5, 2019

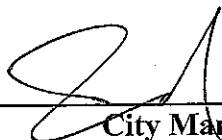
\$268,167.04

September 11, 2019

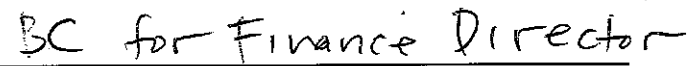
\$142,006.16

\$410,173.20
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**Demands listed on the attached registers  
conform to the City of Stanton Annual  
Budget as approved by the City Council.**

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

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

  
\_\_\_\_\_  
Finance Director

# DRAFT **Agenda Item: 9C**

## MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING SEPTEMBER 10, 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 Taylor, Council Member Van, Mayor Pro Tem Ramirez, and Mayor Shawver.

Absent: Council Member Warren.

Excused: None.

### **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 – EXISTING LITIGATION** **Existing litigation pursuant to Government Code section 54956.9(d)(1)** **Number of cases: 1**

Heaven's Gate Funeral Home, Inc. v. City of Stanton, Superior Court of the State of California County of Orange, Case Number: 30-2019-01054997-CU-WM-CJC

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

Number of Potential Cases: 1

## **DRAFT**

### **6C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

**Number of cases: 1**

City of Huntington Beach v. City of Fountain Valley, et al. Orange County Superior Court,  
Case Number: 30-2019-01071652

### **6D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**(Pursuant to Government Code Section 54956.8)**

Property: 8830 Tina Way, Stanton, CA (APN 126-481-01)  
8840 Tina Way, Stanton, CA (APN 126-481-02)  
8850 Tina Way, Stanton, CA (APN 126-481-03)  
8860 Tina Way, Stanton, CA (APN 126-481-04)  
8870 Tina Way, Stanton, CA (APN 126-481-05)  
8880 Tina Way, Stanton, CA (APN 126-481-06)  
8900 Tina Way, Stanton, CA (APN 126-481-08)  
8910 Tina Way, Stanton, CA (APN 126-481-09)  
8920 Tina Way, Stanton, CA (APN 126-481-10)  
8921 Pacific Avenue, Stanton, CA (APN 126-481-21)  
8961 Pacific Avenue, Stanton, CA (APN 126-481-17)  
8971 Pacific Avenue, Stanton, CA (APN 126-481-16)  
8890 Pacific Avenue, Stanton, CA (APN 126-482-07)  
8900 Pacific Avenue, Stanton, CA (APN 126-482-08)  
8960 Pacific Avenue, Stanton, CA (APN 126-482-14)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton  
Trachy Family Trust, Owner  
Steven W. Reiss Trust, Owner  
Jennie Trust, Owner  
Trang Trust, Owner  
Binh Ngoc Nguyen and Phuong Thi Pham, Owner  
Triple Star Company, LLC, Owner  
8900 Tina Way, Owner  
Zichuan Li and Ying Zheng, Owner  
Binh Ngoc Nguyen and Phuong Thi Pham, Owner  
Sky Nguyen, Owner  
Binh Ngoc Nguyen and Phuong Thi Pham, Owner  
Steven W. Reiss Trust, Owner  
Ngoc Trieu and Andy Pham, Owner  
Pacific Wu Investments, LLC, Owner  
David M. Cook and Daphne Chakran, Owner

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

## **DRAFT**

### **7. CALL TO ORDER / SPECIAL CITY COUNCIL MEETING**

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

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.

### **8. 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 SEPTEMBER 10, 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 Taylor, Council Member Van, Mayor Pro Tem Ramirez, and Mayor Shawver.

Absent: Council Member Warren.

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 – EXISTING LITIGATION Existing litigation pursuant to Government Code section 54956.9(d)(1) Number of cases: 1**

Heaven's Gate Funeral Home, Inc. v. City of Stanton, Superior Court of the State of California County of Orange, Case Number: 30-2019-01054997-CU-WM-CJC

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

Number of Potential Cases: 1

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

City of Huntington Beach v. City of Fountain Valley, et al. Orange County Superior Court, Case Number: 30-2019-01071652

## **DRAFT**

### **4D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)**

Property: 8830 Tina Way, Stanton, CA (APN 126-481-01)  
8840 Tina Way, Stanton, CA (APN 126-481-02)  
8850 Tina Way, Stanton, CA (APN 126-481-03)  
8860 Tina Way, Stanton, CA (APN 126-481-04)  
8870 Tina Way, Stanton, CA (APN 126-481-05)  
8880 Tina Way, Stanton, CA (APN 126-481-06)  
8900 Tina Way, Stanton, CA (APN 126-481-08)  
8910 Tina Way, Stanton, CA (APN 126-481-09)  
8920 Tina Way, Stanton, CA (APN 126-481-10)  
8921 Pacific Avenue, Stanton, CA (APN 126-481-21)  
8961 Pacific Avenue, Stanton, CA (APN 126-481-17)  
8971 Pacific Avenue, Stanton, CA (APN 126-481-16)  
8890 Pacific Avenue, Stanton, CA (APN 126-482-07)  
8900 Pacific Avenue, Stanton, CA (APN 126-482-08)  
8960 Pacific Avenue, Stanton, CA (APN 126-482-14)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton  
Trachy Family Trust, Owner  
Steven W. Reiss Trust, Owner  
Jennie Trust, Owner  
Trang Trust, Owner  
Binh Ngoc Nguyen and Phuong Thi Pham, Owner  
Triple Star Company, LLC, Owner  
8900 Tina Way, Owner  
Zichuan Li and Ying Zheng, Owner  
Binh Ngoc Nguyen and Phuong Thi Pham, Owner  
Sky Nguyen, Owner  
Binh Ngoc Nguyen and Phuong Thi Pham, Owner  
Steven W. Reiss Trust, Owner  
Ngoc Trieu and Andy Pham, Owner  
Pacific Wu Investments, LLC, Owner  
David M. Cook and Daphne Chakran, Owner

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

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

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

## **DRAFT**

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

The City Attorney reported that there was no reportable action.

### **6. ROLL CALL**

Present: Agency/Authority Member Taylor, Agency/Authority Member Van, Vice Chairman Ramirez, and Chairman Shawver.

Absent: Agency/Authority Member Warren.

Excused: None.

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

Led by Mr. Matthew E. Richardson, City Attorney.

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

### **9. CONSENT CALENDAR**

- Mayor Shawver requested to pull Items 9B, 9D, 9F, 9G, 9H, and 9J from the Consent Calendar for separate discussion.
- Council Member Taylor requested to pull Item 9E from the Consent Calendar for separate discussion.
- Council Member Van requested to pull Item 9K from the Consent Calendar for separate discussion.

Motion/Second: Ramirez/Taylor

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

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.

**9C. APPROVAL OF MINUTES**

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – August 27, 2019.

**9I. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 11801 BEACH BOULEVARD**

The development of the property at 11801 Beach Boulevard 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.

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

## **END OF CONSENT CALENDAR**



## **DRAFT**

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

Mayor Shawver expressed his concerns with the Orange County Employees Retirement System (OCERS) unfunded liability and the potential impact to the City.

Motion/Second: Ramirez/Taylor

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

The City Council approved demand warrants dated August 21, 2019 and August 27, 2019, in the amount of \$2,095,072.06.

### **9D. AUGUST 2019 GENERAL FUND REVENUE AND EXPENDITURE REPORT**

The monthly General Fund Revenue and Expenditure Report as of August 2019 has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D)1 and is being provided to City Council.

Mayor Shawver expressed his concerns with the Orange County Employees Retirement System (OCERS) unfunded liability and the potential impact to the City.

Motion/Second: Ramirez/Taylor

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

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 General Fund Revenue and Expenditure Report as of August 2019.

## **DRAFT**

### **9E. PROFESSIONAL SERVICES AGREEMENT WITH SAGECREST PLANNING + ENVIRONMENTAL**

Requested is the authorization to allow the Mayor to enter into a Professional Services Agreement in an amount not to exceed \$226,200 with Sagecrest Planning + Environmental for planning consultant services. This contract will provide access to Sagecrest's expertise across a wide array of planning matters.

The City Council questioned staff regarding the plans for the Community and Economic Development Director position, when the next recruitment would take place, requested more information on the experience of the incoming interim, costs for services, on-call services, service levels of a contract vs. non-contract employee, attendance at City Council and Planning Commission meetings, and directed staff to research neighboring cities on how their Community Development Department is structured.

Introduction of contract City Planner Ms. Amy Stonich, Sagecrest Planning + Environmental.

Motion/Second: Taylor/Van

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

1. The City Council declared that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b); and
2. Approved and Authorized the Mayor to execute a Professional Services Agreement in an amount not to exceed \$226,200 with Sagecrest Planning + Environmental for planning consultant services.

## DRAFT

### 9F. PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR CANNABIS MANAGEMENT SERVICES

Requested is the authorization to allow the City Manager to enter into a Professional Services Agreement, as approved by the City Attorney's Office, with HdL Companies for Cannabis Management Services.

Mayor Shawver questioned if this item went out to bid for services and spoke regarding his concern with *"Objective 3: Develop Cannabis Tax Measure"*.

Motion/Second: Van/Taylor

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

1. The City Council declared that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b); and
2. Approved and authorized the City Manager to execute an agreement with HdL Companies for Cannabis Management Services.

### 9G. APPROVING THE LAST AND FINAL RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE (ROPS) PURSUANT TO HEALTH & SAFETY CODE SECTION 34191.6 (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 and corresponding administrative budgets. Staff recommends the Successor Agency adopt the attached resolution approving the Last and Final ROPS.

Mayor Shawver requested confirmation that this would be the final payment, and wanted to ensure that the City receives funds owed, and also questioned if there is an opportunity for the City to refinance its current bonds.

Motion/Second: Shawver/Ramirez

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

## **DRAFT**

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 2019-02 to approve the Last and Final Recognized Obligation Payment Schedule entitled:

**"A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, APPROVING THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.6"**

### **9H. SEPTEMBER 2019 LEGISLATIVE TRACKING SUMMARY AND LEGISLATIVE MATRIX**

The monthly Legislative Tracking Summary and Legislative Matrix as of September 2019 is being provided to City Council.

Mayor Shawver requested that Townsend attend City Council meetings when legislative action is most active to verbally report out to the City Council on items that will/can affect the City.

Motion/Second: Shawver/Van

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

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 September 2019 Legislative Tracking Summary and Legislative Matrix.

## **DRAFT**

### **9J. APPROVAL OF BUDGET ADJUSTMENT NO. 2020-07 FOR THE SEWER CONDITION IMPROVEMENT PROJECT**

The City of Stanton recently awarded a contract for the construction of the Sewer Condition Improvement Project to Charles King Company. A budget adjustment is needed to allocate funds from the Sewer Maintenance Fund for this project.

Motion/Second: Shawver/Ramirez

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

1. The City Council declared that this project is exempt from the California Environmental Quality Act ("CEQA") under section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Approved Budget Adjustment No. 2020-07 to appropriate \$350,000 to the Sewer Improvement account in the Sewer Maintenance Fund for this project.

### **9K. 2019 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE RESOLUTIONS AND APPOINTMENT OF VOTING DELEGATE**

The League of California Cities Annual Conference is scheduled for October 16-18, 2019 in Long Beach. The League's Annual Business Meeting will be held on October 16, 2019. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and review the League of California Cities resolution packet to determine the City's position on each resolution so that the voting delegate can represent the City's position.

#### **Resolution No. 1:**

Amendment to Rule 20A – Calls upon the California Public Utilities Commission (CPUC) to expand its Rule 20A program for undergrounding overhead utilities to include projects in high fire hazard severity zones (Information Resolution Packet attached).

# DRAFT

## **Resolution No. 2:**

International Transboundary Pollution Flows – Calls upon the state and the federal governments of the U.S. and Mexico to address water quality issues resulting from transboundary flows from Mexico's Tijuana River into the United States (Information Resolution Packet attached).

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

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

AYES: 4 (Ramirez, Shawver, Taylor, and Van)  
NOES: None  
ABSTAIN: None  
ABSENT: 1 (Warren)

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. Designated Council Member Hong Alyce Van as the City's voting delegate at the 2019 League of California Cities Annual Conference; and
3. Directed Council Member Hong Alyce Van to vote as she sees fit for the betterment of the City at the 2019 Annual League of California Cities Conference on both Resolution No. 1 and Resolution No. 2.

10. PUBLIC HEARINGS                      None.

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1093

This Ordinance was introduced at the regular City Council meeting of August 27, 2019.

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

## DRAFT

Motion/Second: Ramirez/Taylor

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1093, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON TO AMEND THE CITY OF STANTON MUNICIPAL CODE TITLE 20, ARTICLE 4, TO ADD CHAPTER 20.455, “WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY””; and**

2. The City Council declared that Ordinance No. 1093 is exempt from CEQA under Sections 15060(c)(2): the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15060(c)(3): the activity is not a project as defined in Section 15378 of the CEQA Guidelines; and

3. Adopted Ordinance No. 1093.

## 12. NEW BUSINESS

### 12A. CARRYOVER PURCHASE ORDERS FROM FY 2018/19 TO FY 2019/20

At each fiscal year end, City staff reviews remaining unspent budget appropriations at the end of the year to determine if any encumbered purchase orders should be carried forward from one fiscal year to the next. This report requests the carryover of 10 open purchase orders from FY 2018/19 to FY 2019/20, totaling \$168,530.18.

Staff report by Mr. Jarad L. Hildenbrand, City Manager.

Motion/Second: Van/Taylor

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

## **DRAFT**

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 director reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopted Resolution No. 2019-39 approving the carryover of certain purchase orders from fiscal year 2018/19 to fiscal year 2019/20.

### **12B. AWARD OF A CONTRACT FOR THE RETROFIT OF CITY-OWNED STREETLIGHTS WITH LED FIXTURES TO TANKO LIGHTING**

The City recently acquired 944 streetlights from Southern California Edison. In order to reduce the use of electricity and the costs associated with the streetlights, staff recommends they be retrofitted with LED fixtures. Tanko Lighting has been assisting the City with acquisition process, and with this contract will also perform the retrofitting of the streetlights.

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

The City Council questioned staff regarding lighting styles, lifespan, energy credits, rebates, and funding.

Motion/Second: Ramirez/Taylor

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

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 a contract with Tanko Lighting for the maximum contract sum of \$303,000; and
3. Authorized the City Manager to bind the City of Stanton and Tanko Lighting in a contract to provide these services.



## **DRAFT**

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

- Ms. Lorena Flores and Ms. Eugenia Amaro spoke regarding the upcoming Stanton Family Resource Center Open House and Resource Fair, which is scheduled to be held on September 13, 2019 at the Stanton Family Resource Center.
- Mr. John Warren reported on his attendance at the Southern California Association of Governments regional housing needs assessment numbers meeting and provided the City Council with information on filing an argument to request a revision to the numbers that have been reported for the City of Stanton.

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

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

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

- Council Member Van reported on the upcoming Citizen's Academy and encouraged members of the audience and Stanton residence to sign-up for the program.
- Mayor Shawver reported on the upcoming ICSC Western Conference, which he is scheduled to attend on September 16, 2019.

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

None.

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

None.

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

None.

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

None.

## **DRAFT**

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

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

- Fire Division Chief Shane Sherwood provided the City Council with an update on their current operations.
- Fire Division Chief Shane Sherwood reported on the September 11th event that is scheduled to take place on September 11, 2019 at 8:45 a.m. at Stanton Fire Station No. 46.
- Mayor Shawver expressed his gratitude to Lieutenant Nate L. Wilson for his time and efforts in planning the services honoring Orange County Sheriff's Deputy Carlos Cammon.

### **18. ADJOURNMENT** Motion/Second: Shawver/ Motion carried at 7:39 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

# Agenda Item: 9D

## CITY OF STANTON

### REPORT TO STANTON HOUSING AUTHORITY

**TO:** Honorable Chairperson and Members of the Authority

**DATE:** September 24, 2019

**SUBJECT: HOUSING AUTHORITY ANNUAL REPORT FOR FISCAL YEAR 2018-2019**

#### **REPORT IN BRIEF:**

The attached Housing Authority Annual Report for Fiscal Year 2018-2019 is being presented for consideration as required by State Law.

#### **RECOMMENDED ACTION:**

1. Authority Board 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. Receive and file the Annual Progress Report.

#### **BACKGROUND:**

State law requires the preparation and submittal of an annual report to the Agency Board and the State Housing and Community Development Department (HCD). The purpose of the report is to provide the Agency Board and HCD with information on the activities undertaken in the previous fiscal year by the Housing Authority.

The purpose of the report is to:

- Provide a complete report of activities during FY 2018-2019, including any bond issuances, and loans or finance agreements that the Authority has entered into;
- Show compliance with requirements of HSC Section 34312.3, such as identifying the minimum amount of housing units affordable to lower income in projects assisted by the Authority, and documenting established base rents and/or maximum rental payments for lower income households;

- Document any domestic violence tenancy terminations or Section 8 voucher terminations as required by HSC Section 34328.1;
- To report on the progress of meeting the five-year development obligation; and
- To report on the outstanding replacement housing obligations from the former redevelopment agency.

### **ANALYSIS/JUSTIFICATION:**

The Progress Report contains a summary of actions that occurred during fiscal year 2018-2019. Included in the Progress Report is information regarding land transactions and development, as well as actions taken by the Agency to meet the five-year development obligation requirements. In regards to land transactions, no transactions occurred in FY 2018-2019.

The report also identifies the actions taken by the Authority in regards to meeting the five-year development and replacement housing obligation. Pursuant to Health and Safety Code Section 33334.16, for each interest in real property acquired using moneys from the Low and Moderate Income Housing Fund of the former Redevelopment Agency, within five years from the date the Housing Asset Transfer was approved by the Department of Finance, the Housing Authority must initiate activities consistent with the development of property for the purpose of providing low and moderate income housing. These activities may include, but are not limited to, zoning changes, or agreements entered into for the development and disposition of the properties. The majority of the properties transferred are related to the redevelopment of the City's Tina/Pacific neighborhood. The Authority has chosen a preferred partner, The Related Company, for the completion of the project. Development agreements and contracts were executed with The Related Company for the initiation of property acquisition and tenant relocation, as well as environmental review. Property acquisition will be initiated as well tenant relocation, upon completion of the project EIR.

### **FISCAL IMPACT:**

None.

### **ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3), as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**PUBLIC NOTIFICATION:**

Through the regular agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

6 – Maintain and promote a responsive, high quality, and transparent government.

Prepared by:



Rose Rivera  
Senior Planner

Approved by:



Jarad Hildenbrand  
Executive Director

**Attachments:**

A. Annual Progress Report for Fiscal Year 2018-2019



Stanton Housing Authority

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Annual Progress Report  
For Fiscal Year –2018-2019

Prepared For:

**STANTON HOUSING AUTHORITY BOARD**

7800 KATELLA AVENUE  
STANTON, CA 90680

and

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

DIVISION OF HOUSING POLICY DEVELOPMENT  
P.O. Box 952053  
SACRAMENTO, CA 94252-2053  
(916) 445-4728

Submitted By:

**THE STANTON HOUSING AUTHORITY**

7800 KATELLA AVENUE  
STANTON, CA 90680

SEPTEMBER 24, 2019

CONTACTS:

JARAD HILDENBRAND  
EXECUTIVE DIRECTOR  
(714) 890-4277

# **STANTON HOUSING AUTHORITY FISCAL YEAR 2018-2019 ANNUAL REPORT**

## **INTRODUCTION**

Pursuant to California Health and Safety Code ("HSC") Section 34328, the Stanton Housing Authority ("Authority") is required to annually file with the city clerk of the City of Stanton and with the Department of Housing and Community Development ("HCD") a report ("Annual Report") of its activities for the preceding fiscal year. This serves as the Authority's Annual Report for the 2018-19 Fiscal Year.

## **LEGAL AUTHORITY**

The State legislature authorizes the creation of local housing authorities under the California Housing Authorities Law (codified as California Health and Safety Code Section 34200 *et seq.*). Housing authorities are independent legal entities with the primary responsibility of providing housing for very low and low income households. A housing authority is created by resolution of the local governing body which must include findings that either of the following is true: (1) unsanitary or unsafe housing exists in the city or (2) there is a shortage of safe or sanitary housing available to persons of low income.

On January 10, 2012, the City Council of the City of Stanton adopted Resolution No. 2012-03, confirming that both aforementioned findings have been met to establish the Authority in accordance with the California Housing Authorities Law.

## **RECENT CHANGES TO THE HOUSING AUTHORITY**

The State Legislature adopted SB 341 into law, effective January 1, 2014, which created new reporting requirements for the Housing Authority. The Housing Authority, as the Housing Successor Agency, must submit an annual financial audit of the Low and Moderate Income Housing Asset Fund to the Housing Authority Board by December 31<sup>st</sup> of each year. Additionally, the Housing Authority must provide an Annual Report that demonstrates the Housing Successor Agency compliance with the expenditures limits set forth in SB 341. The initial reporting period is January 1, 2014 through December 31, 2018. The Report must include the following information: amount deposited into the Housing Fund, balance statement for the Housing Fund, description of expenditures by category, value of the real property, a description of any transfers, description of ROPS funded projects, status of properties pursuant to the 5-year disposition period, update on inclusionary and replacement housing obligations, compliance with expenditures in the 5-year period, percentage of units restricted to Seniors, and the amount of any excess surplus.

## **OBJECTIVES OF THE HOUSING AUTHORITY**

The Authority is a powerful tool to meet the affordable housing needs of a wide range of residents. For many housing authorities, their primary role is to interact with the Department



of Housing and Urban Development (“HUD”) on behalf of their communities, and to function as the administrator of “Section 8” funds, as defined by Section 8 of the United States Housing Act of 1937. This entails determining applicants’ eligibility to receive Section 8 assistance, maintaining a waiting list of eligible participants, contracting with owners, and ensuring that contracted rent prices are reasonable. However, the Authority intends to achieve a broader range of goals related to affordable housing by increasing and improving the supply and type of homes available to lower income families including, but not limited to, those receiving federal assistance through the Section 8 program.

More specifically, the Authority’s future goals and objectives mirror those of the City of Stanton’s Housing Element and that of the former Agency. The primary objectives of the Authority are to:

- Preserve and improve existing affordable housing;
- Provide adequate housing sites;
- Assist in development of affordable housing;
- Remove governmental constraints; and
- Promote equal housing opportunities.

## **CONTENTS OF AUTHORITY’S ANNUAL REPORT**

This Annual Report has been developed to accomplish the following goals:

- To provide a complete report of activities during FY 2018-19, including any bond issuances, and loans or finance agreements that the Authority has entered into;
- To show compliance with requirements of HSC Section 34312.3, such as identifying the minimum amount of housing units affordable to lower income in projects assisted by the Authority, and documenting established base rents and/or maximum rental payments for lower income households;
- To document any domestic violence tenancy terminations or Section 8 voucher terminations as required by HSC Section 34328.1;
- To report on the Housing Authority financial statements in compliance with the SB 341 reporting requirements;
- To report on the progress of meeting the five-year development obligation;
- To describe ROPs funded projects;
- To report on the status of properties owned by Housing Authority pursuant to the 5-year disposition period;
- To provide an update on the inclusionary/replacement housing obligation; and
- To report on percentage of units restricted for seniors.

## **HOUSING AUTHORITY DEBT OBLIGATIONS**

Pursuant to HSC Section 34328, the Authority must provide a complete report of its activities taken in accordance with HSC Section 34312.3 during the prior fiscal year, which includes bonds, loans and financing agreements for multi-family rental housing projects. The Authority has not issued any bonds or entered into any loans or financing agreements related to multi-family rental housing projects.

A detailed description of the sources of cash and loans receivable are provided in Appendix 1. The Authority is not obligated to repay cash or loan receivables transferred by the Successor Agency because the Authority acts as the Housing Successor to the former Agency pursuant to HSC Section 34176.

Any future financing for the acquisition, construction, rehabilitation, or development of multi-family housing through the issuance of bonds, construction loans, mortgage loans, and/or financing agreements will be documented in future Annual Reports.

## **LAND TRANSACTIONS AND DEVELOPMENT**

Pursuant to HSC Section 34312.3, the Authority must report activities related to the development or transaction of land for the purposes of increasing the supply of affordable housing for lower income households. The Authority's activities in FY 2018-19 primarily consisted of maintaining properties transferred from the Agency as no land transactions occurred during this time period.

## **HOUSING UNIT COMPLIANCE**

Pursuant to HSC Section 34312.3, not less than 20 percent of the units assisted by the Authority, or 15 percent in targeted areas (as defined by Section 103(b) (12) (A) of Title 26 of the United States Code) must be affordable to persons of low income. If housing projects are financed by bonds issued by the Authority, at least 10% of the units must be available to persons of very low income. Development projects financed with bonds must also be approved by the local governing body and the local school district prior to construction or ownership. Nevertheless, the power to finance, own, build, and/or operate a housing development allows the Authority to take on a more active role in the creation and maintenance of housing for low income families.

HSC Section 34312.3 establishes a set of guidelines to determine base and maximum rents that a housing authority can charge for units reserved for lower income households. According to HSC Section 34312.3, rental payments for very low and low income households shall not exceed the amounts calculated pursuant to Section 8.

The Authority did not assist any affordable housing units in the 2018-19 Fiscal Year. As such, the Authority is not subject to the additional requirement for very-low income

households pursuant to HSC Section 34312.3(c)(2)(A). The Authority will ensure that income and rent levels in any future housing units will meet the requirements detailed in HSC Section 34312.3.

In terms of unit restrictions for senior housing, none of the units owned or maintained by the Housing Authority are restricted for senior housing.

## **DOMESTIC VIOLENCE**

The Authority must annually disclose data related to domestic violence incidents in units owned or operated by the Authority. Specifically, the data must include:

- Data on termination of tenancies and/or Section 8 vouchers of victims of domestic violence in housing authority units.
- Summary of steps taken by the housing authority to address any termination of tenancies and/or Section 8 vouchers of victims of domestic violence.

During Fiscal Year 2018-19, the Authority or its lessees did not terminate tenancies for based on domestic violence.

## **ROPS FUNDED PROJECTS**

The Stanton Housing Authority, acting as the Housing Successor to the former Redevelopment Agency does not have any approved projects that have been funded by any current or former ROPS cycles.

## **FIVE-YEAR DEVELOPMENT OBLIGATION REQUIREMENT**

Pursuant to Health and Safety Code Section 33334.16, for each interest in real property acquired using moneys from the Low and Moderate Income Housing Fund of the former Redevelopment Agency, within five years from the date the Housing Asset Transfer was approved by the Department of Finance, the Housing Authority must initiate activities consistent with the development of property for the purpose of providing low and moderate income housing. These activities may include, but are not limited to, zoning changes, or agreements entered into for the development and disposition of the properties. The Housing Asset transfers to the Housing Authority were completed on May 7, 2014; the State Controller's Office approved the final Housing Asset transfers to the Stanton Housing Authority. On April 10, 2018, the Stanton Housing Authority approved a resolution extending the five-year development obligation requirement by an additional five years.

The majority of the properties transferred are related to the redevelopment of the City's Tina/Pacific neighborhood. The Authority has chosen a preferred partner, The Related Company, for the completion of the project. During FY 2018-19, development agreements were executed with the Related Company and contracts were executed for the initiation of

property acquisition and tenant relocation, as well as environmental review. Property acquisition will be initiated as well tenant relocation, upon completion of the project EIR.

## **REPLACEMENT HOUSING OBLIGATION**

Prior to the dissolution of redevelopment, the Stanton Redevelopment Agency purchased twenty-five (25) properties in the Tina/Pacific neighborhood utilizing the Low and Moderate Income Housing Fund. The Agency relocated residents from twelve (12) of the properties, and subsequently demolished the buildings. In total sixty-one (61) residential units were removed.

In order to meet the replacement housing obligation, the Authority is moving forward with completing the redevelopment of the Tina/Pacific neighborhood. The Authority has negotiated an agreement with an affordable housing developer to complete the remaining acquisitions, relocations, and redevelopment of the properties. As part of the redevelopment, the Authority will be developing a replacement housing plan in order to ensure all replacement housing obligations are met.

## **FINANCIAL STATEMENT/BUDGET**

The Authority's fund balance was \$20,580,235.27 as of June 30, 2019. The fund balance is composed of \$19,372,989.84 in cash and \$1,281,610.07 in loans/advance/receivables minus \$74,364.64 in liabilities. The Housing Authority also owns \$17,512,863.00 in real property approved through the Housing Asset Transfer by the DOF.

In FY 2018-19 \$1,456,068.09 was deposited into the Housing Fund. These funds were largely generated by rents received by the tenants in the Tina/Pacific redevelopment project and interest income, fair value gain in investment and interest earned, advance loan denial reversal by the DOF, and a small expense reimbursement. Expenditures from the Housing Fund related to Tina/Pacific project area, and included: minor repairs to the Housing Authority owned residential units; utility payments for the residential properties; property maintenance; relocation assistance; staffing for the management of the Tina/Pacific neighborhood; and hiring of consultants to assist in the negotiations for the development of the Tina/Pacific project. There are no surplus funds, as all existing fund balance is earmarked for the development of the Tina/Pacific project.

The Housing Authority owns \$17,512,863.00 in real property. Appendix 2 provides a list of all real property owned by the Authority, as well as the real property value.

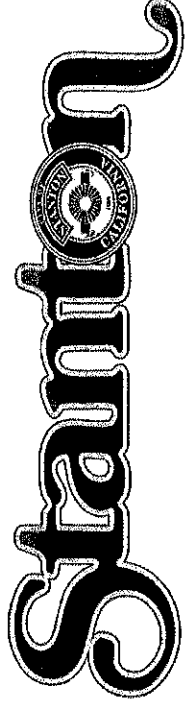
## Appendix 1

### Description of Cash and Loan Receivables

# General Ledger

## Summary Trial Balance

User: bcourtney  
 Printed: 09/12/2019 - 8:32AM  
 Period: 01 to 13, 2019



Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Section 1 285	Housing Authority					
ASSETS						
285-0000-111101	Cash-Sanwa	0.00	807,068.63	1,308,378.86	459,717.33	1,655,730.16
285-0000-111103	Cash-Payroll	0.00	0.00	4,611.95	4,611.95	0.00
285-0000-111110	Cash-US Bank	0.00	0.00	0.00	0.00	0.00
285-0000-111111	Cash-LAIF-Hsg	0.00	17,290,681.43	426,578.25	0.00	17,717,259.68
285-0000-111415	Cash w/ F/A 2011-A Hsg	0.00	0.00	0.00	0.00	0.00
285-0000-123100	Accounts Receivable	0.00	0.00	0.00	0.00	0.00
285-0000-123200	Interest Receivable	0.00	54,839.00	113,610.07	54,839.00	113,610.07
285-0000-123603	Loan Receivable-Home Rehab	0.00	1,128,000.00	0.00	0.00	1,128,000.00
285-0000-123604	Loan Receivable-1st Time Home	0.00	40,000.00	0.00	0.00	40,000.00
285-0000-123630	Loan Receivable/Plaza Patria	0.00	0.00	0.00	0.00	0.00
285-0000-123712	United Cerebral Palsy Note	0.00	360,192.73	7,747.83	0.00	367,940.56
285-0000-123713	Allowance for uncollectible	0.00	-360,192.73	0.00	7,747.83	-367,940.56
285-0000-124900	Prepays	0.00	0.00	0.00	0.00	0.00
285-0000-125741	Advance to Fund 741	0.00	321,844.80	0.00	321,844.80	0.00
285-0000-135090	Land Held For Resale	0.00	0.00	0.00	0.00	0.00
ASSETS Totals:		0.00	19,642,433.86	1,860,926.96	848,760.91	20,654,599.91
LIABILITIES						
285-0000-201100	Accounts Payable	0.00	-9,685.76	249,490.37	310,927.06	-71,122.45
285-0000-201301	Net Wages Payable	0.00	-4,035.08	4,035.08	3,242.19	-3,242.19
285-0000-203200	Unearned Revenue	0.00	0.00	0.00	0.00	0.00
285-0000-204100	Deposits	0.00	0.00	0.00	0.00	0.00
LIABILITIES Totals:		0.00	-13,720.84	253,525.45	314,169.25	-74,364.64
FUND BALANCE						
285-0000-304210	Resv For Lng Term Receivable	0.00	-1,489,844.80	321,844.80	0.00	-1,168,000.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
285-0000-304320	Fund Balance	0.00	-18,138,868.22	0.00	321,844.80	-18,460,713.02
	FUND BALANCE Totals:	0.00	-19,628,713.02	321,844.80	321,844.80	-19,628,713.02
REVENUE						
285-0000-435100	Interest Earned	100,000.00	0.00	53,588.97	607,993.13	-554,404.16
285-0000-436140	Tina Wy/Pacific Ave Property R	450,000.00	0.00	2,450.00	479,995.00	-477,545.00
285-0000-437135	Expense Reimbursement	4,000.00	0.00	0.00	6,768.93	-6,768.93
285-0000-437145	Sale Of Assets	0.00	0.00	0.00	0.00	0.00
285-0000-437195	Other Revenue	2,000.00	0.00	0.00	417,350.00	-417,350.00
285-0000-439101	Transfer from General Fund	0.00	0.00	0.00	0.00	0.00
285-0000-439712	Trnsfr from Redev Obli Retire	0.00	0.00	0.00	0.00	0.00
285-0000-439741	Transfer from Stanton as Succ	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	556,000.00	0.00	56,038.97	1,512,107.06	-1,456,068.09
EXPENSE						
Section 2 4100						
285-4100-602100	Planning	0.00	0.00	12,529.00	0.00	12,529.00
285-4100-602110	Special Dept Expense	1,000.00	0.00	1,126.42	0.00	1,126.42
285-4100-603120	Office Expense	135,000.00	0.00	27,025.88	0.00	27,025.88
285-4100-604105	Minor Repairs	50,000.00	0.00	36,541.70	0.00	36,541.70
285-4100-608100	Utilities	0.00	0.00	2,692.14	2,692.14	0.00
285-4100-608105	Contractual Services	100,000.00	0.00	67,689.89	6,000.00	61,689.89
285-4100-610135	Professional Services	130,000.00	0.00	120,049.00	0.00	120,049.00
	285-4100 EXPENSE Totals:	416,000.00	0.00	267,654.03	8,692.14	258,961.89
Section 2 6400						
285-6400-501110	Low Mod Income Housing	143,048.26	0.00	140,428.55	10,215.68	130,212.87
285-6400-501115	Salaries-Regular	0.00	0.00	0.00	0.00	0.00
285-6400-501120	Salaries-Overtime	2,085.68	0.00	2,068.89	26.33	2,042.56
285-6400-502100	Salaries-Part Time	16,966.40	0.00	16,036.62	402.54	15,634.08
285-6400-502105	Retirement	2,005.00	0.00	2,005.00	0.00	2,005.00
285-6400-502110	Workers Comp Insurance	20,635.60	0.00	16,015.94	470.59	15,545.35
285-6400-502115	Health/Life Insurance	694.40	0.00	405.60	0.00	405.60
285-6400-502120	Unemployment Insurance	2,192.45	0.00	1,973.08	43.09	1,929.99
285-6400-608100	Medicare/Fica	2,600.00	0.00	0.00	0.00	0.00
285-6400-612105	Contractual Services	3,434.00	0.00	3,434.00	0.00	3,434.00
	Vehicle Replacement Charge					

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
285-6400-612115	Liability Insurance Charge	5,245.00	0.00	5,245.00	0.00	5,245.00
285-6400-612120	Workers' Compensation Charge	0.00	0.00	0.00	0.00	0.00
285-6400-612125	Employee Benefits	19,347.00	0.00	19,347.00	0.00	19,347.00
285-6400-612200	Allocated Costs	6,250.00	0.00	6,250.00	0.00	6,250.00
285-6400-790100	Land Acquisition	5,000,000.00	0.00	43,532.50	0.00	43,532.50
285-6400-800101	Transfer To Gen Fund	0.00	0.00	0.00	0.00	0.00
285-6400-800712	Transfer to Succ Agency	0.00	0.00	0.00	0.00	0.00
	285-6400 EXPENSE Totals:	5,224,503.79	0.00	256,742.18	11,158.23	245,583.95
Section 2 6600	RDA Projects					
285-6600-760100	Demolition/Condemnation	0.00	0.00	0.00	0.00	0.00
	285-6600 EXPENSE Totals:	0.00	0.00	0.00	0.00	0.00
	EXPENSE Totals:	5,640,503.79	0.00	524,396.21	19,850.37	504,545.84
	Section 1 285 Totals:	-5,084,503.79	0.00	3,016,732.39	3,016,732.39	0.00
	Report Totals:	-5,084,503.79	0.00	3,016,732.39	3,016,732.39	0.00



## Appendix 2

### Real Property Listings

City of Stanton									
Capital Asset Listing									
6/30/2019									
805.0000.135010									
Owner	Address	Location	Description 1	APN	Description 2	Purchased from	Acres	Clerk Date	Clerk Cost
Hsg Auth									Cost
	7922 Cerritos	Cerritos @ Flower	Vacant Lot	079-331-13		Bowman, Waller & Ethel	0.253	2/18/2008	701,988
	7455 Katella	Katella & Western	Water Yard	079-371-09			0.4782		
	8930 Tina Wy			#126-481-11				5/5/2010	648,967
	8940 Tina Wy			#126-481-12				5/5/2010	648,967
	8950 Tina Wy			#126-481-13				5/5/2010	648,967
	8960 Tina Wy			#126-481-14				5/5/2010	648,967
	8970 Tina Wy			#126-481-15				5/5/2010	648,967
	8931 & 8941 Pacific Ave			#126-481-29				3/23/2010	753,287
	8951 Pacific Ave			#126-481-28				3/23/2010	658,164
	8970 Pacific Ave			#126-482-05				6/17/2010	600,349
	8910 Pacific Ave			#126-482-09				3/23/2010	753,287
	8920 Pacific Ave			#126-482-10				3/23/2010	653,211
	8970 Pacific Ave			#126-482-15				5/31/2010	600,162
	8980 Tina Way			126-481-07				1/24/2012	607,963
	8961 Pacific Ave			126-481-27				1/24/2012	647,642
	8871 Pacific Ave			126-481-26				1/24/2012	647,642
	8881 Pacific Ave			126-481-25				1/24/2012	647,642
	8891 Pacific Ave			126-481-24				1/24/2012	647,642
	8901 Pacific Ave							1/24/2012	647,642
	8911 Pacific Ave			126-481-22				1/24/2012	647,642
	8930 Pacific Ave			126-482-11				1/24/2012	647,642
	8941 Pacific Ave			126-481-19				1/24/2012	647,642
	8960 Pacific Ave			126-482-06				1/24/2012	612,284
	8940 Pacific Ave							1/19/2012	649,156
	8950 Pacific Ave							1/19/2012	648,841
	8951 Pacific Ave							1/19 & 12/4/2	614,226
	8931 Pacific							4/28/2012	429,973
	10522 Flower	Flower and Cerritos	Reclass	079-331-12				7/10/2012	483,845
			Strawberry Field	131-491-18		written down to realizable value at 6/30/15		5/31/2018	3,000,000
								6/30/2019	(3,000,000)
									17,512,863

# **Agenda Item: 9E**

## **CITY OF STANTON**

### **REPORT TO THE CITY COUNCIL**

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

**DATE:** September 24, 2019

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON  
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY  
INVESTMENT FUND**

#### **REPORT IN BRIEF:**

Staff was recently informed by the Local Agency Investment Fund (LAIF) that a new resolution must be adopted which identifies those individuals responsible for investment decisions on behalf of the City of Stanton.

#### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve Resolution No. 2019-43, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON  
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY  
INVESTMENT FUND".**

#### **FISCAL IMPACT:**

None.

#### **ENVIRONMENTAL IMPACT:**

Not applicable.

#### **PUBLIC NOTIFICATION:**

Through the normal agenda process.

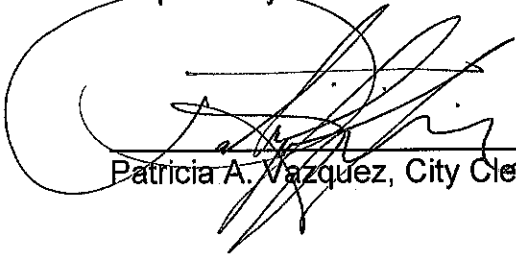
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Objective1: Provide a save community.


Objective 5: Provide a high quality of life.

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

Prepared by:

  
\_\_\_\_\_  
Patricia A. Vazquez, City Clerk

Approved by:

  
\_\_\_\_\_  
Jared L. Hildenbrand, City Manager

Attachment A: Resolution No. 2019-43

**RESOLUTION NO 2019-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Stanton; and

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

That the City Council hereby authorizes the deposit and withdrawal of Stanton monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein; and

**BE IT FURTHER RESOLVED, AS FOLLOWS:**

**SECTION 1.** The following Stanton officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

\_\_\_\_\_  
Jarad L. Hildenbrand  
City Manager

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

**SECTION 2.** This resolution shall remain in full force and effect until rescinded by the Stanton City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

**ADOPTED, SIGNED AND APPROVED** this 24<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-43 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 September 24, 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

# Agenda Item: 9F

## CITY OF STANTON

### REPORT TO THE STANTON HOUSING AUTHORITY

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

**DATE:** September 24, 2019

**SUBJECT: A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (HOUSING AUTHORITY)**

#### REPORT IN BRIEF:

Staff was recently informed by the Local Agency Investment Fund (LAIF) that a new resolution must be adopted which identifies those individuals responsible for investment decisions on behalf of the Stanton Housing Authority.

#### 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. Approve Resolution No. SHA 2019-03, entitled:

**"A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND".**

#### FISCAL IMPACT:

None.

#### ENVIRONMENTAL IMPACT:

Not applicable.

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

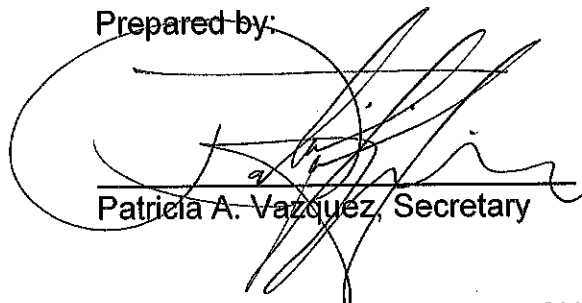
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Objective1: Provide a save community.

Objective 5: Provide a high quality of life.

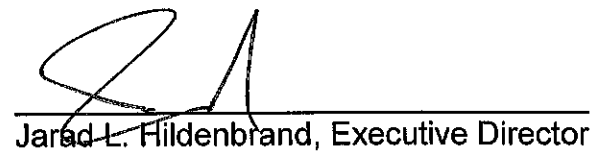
Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared by:



Patricia A. Vazquez, Secretary

Approved by:



Jared L. Hildenbrand, Executive Director

Attachment A: Resolution No. SHA 2019-03



**RESOLUTION NO. SHA 2019-03**

**A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the Board of the Housing Authority hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Stanton Housing Authority.

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

That the Stanton Housing Authority Board hereby authorizes the deposit and withdrawal of Stanton Housing Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein; and

**BE IT FURTHER RESOLVED, AS FOLLOWS:**

**SECTION 1.** The following Stanton Housing Authority officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

\_\_\_\_\_  
Jarad L. Hildenbrand  
Executive Director

\_\_\_\_\_  
Patricia A. Vazquez  
Authority Secretary

**SECTION 2.** This resolution shall remain in full force and effect until rescinded by the Stanton Housing Authority Board by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

**ADOPTED, SIGNED AND APPROVED** this 24<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
DAVID J. SHAWVER, CHAIRMAN

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, AUTHORITY COUNSEL

ATTEST:

I, PATRICIA A. VAZQUEZ, Authority Secretary of the Stanton Housing Authority, City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SHA 2019-03 has been duly signed by the Chairman and attested by the Authority Secretary, all at a regular meeting of the Housing Authority held on September 24, 2019, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, AUTHORITY SECRETARY

# Agenda Item: 9G

## **CITY OF STANTON**

### **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** September 24, 2019

**SUBJECT: RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL**

#### **REPORT IN BRIEF:**

The attached Resolution makes changes to the Position Classification Manual by adding the job classification of Finance Director, revising the Senior Facilities Maintenance Worker classification and converting two part-time Community Services Coordinator positions into one full-time position.

#### **RECOMMENDED ACTION**

That City Council:

1. Declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making.
2. Adopt Resolution No. 2019-42 amending the Position Classification Manual.
3. Approve Budget Adjustment 2020-08 to appropriate \$23,053 to the Salary – Full Time accounts in the Gas Tax and General Fund related to the Community Services Coordinator and Senior Facilities Maintenance Worker positions.

#### **ANALYSIS AND JUSTIFICATION:**

The Assistant City Manager position recently becoming vacant prompted an evaluation of the organizational structure of the department and the position. Subsequently, staff determined that the City currently does not need to fill the position as an Assistant City Manager, but rather a Finance Director. Recruiting for a Finance Director will ensure particular focus on the City's finances and finance services and activities including accounting, investments, fiscal planning, internal controls, auditing, payroll revenue collections, licensing and purchasing among other functions and services. Staff recommends establishing a new Finance Director job classification to plan, direct,

manage and oversee the activities and operations of the Finance Department. This change will result in no cost to the General Fund as it involves replacing a currently budgeted position.

Previously, the oversight for contracted information technology services was provided by the former Assistant City Manager. With the Assistant City Manager position becoming vacant and the recommendation to recruit for a Finance Director instead, the incumbent in the Senior Facilities Maintenance Worker position has taken over in the interim by providing overall broad oversight of information technology services (provided through a contract with C3 Technologies). It is recommended that the Senior Facilities Maintenance Worker classification be revised and moved from salary range 13 to range 18 to compensate for the additional duties and responsibilities pertaining to information technology functions. The cost to implement this change in the current fiscal year is \$5,053.

A part-time Community Services Coordinator position at Stanton Central Park recently became vacant. The City currently has a full-time Community Services Coordinator at the Family Resources Center and at City Hall, leaving Stanton Central Park as the only staffed facility without a full-time Community Services Coordinator. Accordingly, staff recommends the elimination of two part-time Community Services Coordinator positions and the establishment of a full-time Community Services Coordinator to supervise the daily operations and assigned personnel at Stanton Central Park. With the expansion of new programs, services and events, a full-time Community Services Coordinator on site will be more responsive to associated functions of these additional duties. Converting the two part-time positions into one full-time position will also allow for consistency with the public as well as staff creating a more significant role to support all efforts of the department, including Stanton Central Park. The fully burdened increase to the City for the current fiscal year is \$18,000.

The resolution amending the Position Classification Manual can be found as Attachment 1. The adjustments to the Position Classification Manual can be found as Exhibit A. The job descriptions for the new and revised classifications can be found as Exhibit B.

#### **FISCAL IMPACT:**

The cost to the General fund for implementing these changes in the current fiscal year is approximately \$19,516. The cost to the Gas Tax Fund for implementing these changes in the current fiscal year is approximately \$3,537. As such, the attached budget adjustment will appropriate \$23,053 to the full time salary accounts related to the Senior Facilities Maintenance Worker and Community Services Coordinator positions.

#### **ENVIRONMENTAL IMPACT:**

Not applicable.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

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

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

Prepared by:



Cynthia Guzman  
Human Resources Specialist

Approved by:



Jarad L. Hildenbrand  
City Manager

**Attachments:**

1. Budget Adjustment 2020-08
2. Resolution No. 2019-42

# CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

Fiscal Year: 2019-20

BA # 2020-08

Department: Administration

Date: September 16, 2019

Requested By: Jarad Hildenbrand

Title: City Manager

City Council Approval: \_\_\_\_\_

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

Availability of Funds: BC for Finance Director  
Administrative Services Department

Title: Finance Director

Transfer		Current Budget	Increase (Decrease)	Amended Amount
Account Description	Account Number			
General Fund: Stanton Central Park: Salaries-Regular	101-5300-501110	\$	\$ 41,500	\$ 41,500
General Fund: Stanton Central Park: Salaries-Part-Time	101-5300-501120	\$ 137,154	\$ (23,500)	\$ 113,654
General Fund: Fund Balance	101-0000-304320	\$ 5,227,592	\$ (18,000)	\$ 5,209,592
Salaries-Regular	101-3400-501110	\$ 44,531	\$ 253	\$ 44,784
Salaries-Regular	101-3500-501110	\$ 98,171	\$ 1,263	\$ 99,435
Fund Balance	101-0000-304320		\$ (1,516)	
Salaries-Regular	211-6300-501110	\$ 94,618	\$ 2,779	\$ 97,398
Salaries-Regular	211-3500-501110	\$ 177,264	\$ 758	\$ 178,022
Fund Balance	211-0000-304320		\$ (3,537)	

To provide appropriation for full-time Community Services Coordinator at Stanton Central Park and reclass of full-time Sr Facilities Maintenance Worker

## Budget Adjustment Request Approved:

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

\_\_\_\_\_  
Date

## Budget Adjustment Processed:

\_\_\_\_\_  
Date posted

\_\_\_\_\_  
Entered by

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

**RESOLUTION NO. 2019-42**

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

**WHEREAS**, Chapter 2.44.02 of the Stanton Municipal Code requires the establishment of a Position Classification Plan; and

**WHEREAS**, Resolution No. 87-15 adopted that Position Classification Plan as a Position Classification Manual; and

**WHEREAS**, Resolution No. 2018-38 included the most recent revisions to the Position Classification Manual; and

**WHEREAS**, there is a need to change that plan by adding or deleting job classifications, and or changing certain elements of job classifications; and

**WHEREAS**, those changes are detailed in Exhibit "A" of this Resolution.

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

1. The changes as detailed in Exhibit "A" are incorporated into the Position Classification Manual.
2. The position descriptions included as Exhibit "B" to this Resolution are hereby adopted.
3. All parts of the Position Classification Manual not changed by Exhibits "A" and "B" shall remain effective.

**ADOPTED, SIGNED AND APPROVED** this 24<sup>th</sup> day of September, 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 Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-42 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 September 24, 2019, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

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



## EXHIBIT "A"

Pursuant to Resolution 2019-42, the following position classification and associated salary range is added or modified in the Position Classification Manual:

### **POSITION – NEW CLASSIFICATION**

### **SALARY RANGE**

Finance Director

50

### **POSITION – SALARY RANGE CHANGE**

Senior Facilities Maintenance Worker

18

**EXHIBIT "B"**  
**CITY OF STANTON**

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**Job Title: Finance Director**

**Department: Finance**

**Salary Range: 50**

**Reports to: City Manager**

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**SUMMARY DESCRIPTION**

The purpose of this position is to plan, direct, manage and oversee the activities and operations of the Finance Department including the City's finance, fiscal planning, internal controls, auditing, purchasing, fiscal data processing and central reception functions; to coordinate assigned activities with other City departments and outside agencies; to serve as City Treasurer and to provide highly responsible and complex administrative support to the City Manager and City Council.

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**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

- Assume full management responsibility for all Finance Department services and activities including accounting, investments, fiscal planning, internal controls, auditing, payroll, revenue collections, licensing, purchasing, fiscal data processing and central reception functions and services.
- Manage the development and implementation of Finance Department goals, objective, policies and priorities for each assigned service area; establish within City policy, appropriate service and staffing levels; allocate resources accordingly.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
- Review, develop, and modify accounting and control methods to improve existing procedures; ensure conformity to policy and increase effectiveness.
- Represent the Finance Department to other City departments, elected officials and outside agencies; explain and interpret Department programs, policies and activities; negotiate and resolve sensitive, significant and controversial issues.
- Select, train, motivate and evaluate department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

- Plan, direct and coordinate the department's work plan; meet with staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
- Manage and participate in the development and administration of the department budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; direct the monitoring of and approve expenditures; direct the preparation of and implement budgetary adjustments as necessary.
- Plan, organize and coordinate the development of the City's annual operating and redevelopment budgets; coordinate the publishing of preliminary and final budget documents.
- Coordinate departmental activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Conduct a variety of organizational studies, investigations and operational studies; recommend modifications to departmental programs, policies and procedures as appropriate.
- Direct the preparation for the annual City audit; coordinate activities with financial auditors; provide information and assistance as necessary.
- Direct the preparation of financial reports as required by law; prepare various financial reports and analyses requested by the City Manager and City Council.
- Supervise and participate in the preparation of special studies, fiscal analyses and projections and the development of budgetary analyses.
- Serve as City Treasurer; invest and maintain records on City funds; prepare treasury reports and present related documentation to the City Council.
- Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of finance.
- Respond to and resolve difficult and sensitive inquiries and complaints.
- Perform related duties and responsibilities as assigned.

Additional Tasks and Responsibilities:

- Perform other duties as assigned.

---

**KNOWLEDGE**

- Basic knowledge of the operational characteristics, services and activities of a comprehensive finance program which includes financial management, treasury, and purchasing functions and services.
- Organization and management practices as applied to the development, analysis and evaluation of programs, policies and operational needs.
- Modern and complex principles and practices of program development and administration.
- Principles of financial administration including accounting, budgeting, auditing and treasury management.

- Advanced principles and practices of accounting, budgeting, auditing, treasury administration, capital financing as well as budget preparation and administration.
  - Principles of supervision, training and performance evaluation.
  - Pertinent, Federal, State and local laws, codes and regulations including those regarding financial administration of City government.
  - Techniques of program analysis, fiscal impact analysis and revenue forecasting.
  - Safe driving principles and practices.
- 

## **ABILITIES/SKILLS**

- Operate modern office equipment including computer equipment.
  - Provide administrative and professional leadership and direction for the Finance Department.
  - Develop, implement and administer goals, objectives and procedures for providing effective and efficient finance services.
  - Plan, organize, direct and coordinate the work of supervisory, professional and technical personnel; delegate authority and responsibility.
  - Select, supervise, train and evaluate staff.
  - Identify and respond to community, City Manager and City Council issues, concerns and needs.
  - Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
  - Research, analyze and evaluate new service delivery methods, procedures and techniques.
  - Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
  - Prepare complex administrative and financial reports and analyses.
  - Develop, install and maintain sound accounting and financial reporting systems and procedures.
  - Analyze and interpret financial and accounting records.
  - Establish policy guidelines and control procedures for the City's treasury investment program.
  - Assess and evaluate data processing needs and evaluate computer hardware and software.
  - Utilize spreadsheet, word processing, financial management and database software applications and programs.
  - Interpret and apply Federal, State and local policies, procedures, laws and regulations.
  - Communicate clearly and concisely, both orally and in writing.
  - Pursue and obtain grants and other revenue sources for funding of services.
  - Provide high level of customer service.
  - Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
-

## **EXPERIENCE/TRAINING/EDUCATION**

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

- Six years of responsible professional experience in finance and accounting including three years of administrative and supervisory experience.
- Equivalent to a Bachelor's degree from an accredited college or university with major course work in finance, accounting, public administration, business administration or a related field.

### Desirable Qualifications:

Master's Degree and Certified Public Accountant Designation

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## **LICENSE/CERTIFICATE**

- Possession of, or ability to obtain an appropriate valid California driver's license.
- 

## **PHYSICAL ACTIVITIES AND REQUIREMENTS**

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
  - Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
  - Willingness to work variable hours including nights, weekends and/or holidays.
  - Ability to hear and convey detailed or important instructions or information verbally and accurately.
  - Average visual acuity to prepare and read documents.
  - Ability to communicate with both the public and co-workers in a clear and concise manner.
  - Ability to travel to different sites and locations.
  - May be exposed to outdoor conditions.
  - Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.
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The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

## CITY OF STANTON

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

Salary Range: 18  
Supervisor

Reports to: Facilities Maintenance

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### SUMMARY DESCRIPTION

To organize, coordinate and supervise the work of facilities maintenance workers and contractors as part of the Facilities Maintenance Division of the Public Works Department; to participate in the completion of more skilled construction and maintenance assignments involving the City's fleet, grounds, streets, signage, parks, facilities and vehicles; to provide broad oversight of the contracts for information technology services; and to complete work records and reports and assist other departmental personnel as needed.

The Senior Facilities Maintenance Worker is distinguished from the Facilities Maintenance Worker in its performance of more complex tasks requiring more frequent and precise use of tools and heavier equipment, more specialized knowledge of installation, troubleshooting, and repair procedures and work under lesser supervision.

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### ESSENTIAL FUNCTIONS AND BASIC DUTIES

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

- Plan, coordinate, implement, promote and oversee assigned programs and projects.
- Organize, prioritize and schedule daily assignments for work crews, including ongoing service requests and preventative maintenance; assign tasks to employees and arrange for equipment and supplies.
- Orient employees regarding proper work methods and techniques, the operation of equipment, and safety procedures.
- Inspect work in progress or upon completion for conformance with departmental standards.
- Investigate and respond to public complaints and resolve field problems involving the interpretation of City standards and procedures; survey particular geographic quadrants of the City to establish future work needs.
- Participate in the completion of the most difficult maintenance assignments involving the operation of heavier equipment, or jobs involving more maintenance personnel, and involving all types of City facilities such as streets, sanitation improvements, signage, buildings, parks, trees, medians, irrigation, fleet, pest control, and cultivation programs.

- Provide overall broad oversight of information technology and communications service contracts.
- Direct, evaluate and oversee the city-wide data processing services; evaluate system requirements; provide recommendations and assistance to city staff in the selection and purchasing of data processing equipment; and computer software; oversee the installation; operation and maintenance of hardware and software systems for mainframe and personal computers.
- Complete and review time sheets and daily work records and prepare activity reports for management level review.
- Participate in the selection and evaluation of employees.
- Assist in drafting specifications for the purchase of City equipment or facility repairs, including material and labor cost estimates.
- Coordinate NPDES inspections and the completion of waste discharge reports.
- Respond to emergency service requests.

**Additional Tasks and Responsibilities:**

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

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## **KNOWLEDGE**

- Facilities maintenance and public works construction methods and standards related to streets, sanitation, parks, trees, medians, signage, facilities maintenance, building maintenance, irrigation maintenance, and related programs.
- Material properties and time estimation techniques.
- Operating characteristics of construction equipment, including backhoes, loaders, rollers, patch units, spreader bars, boom trucks, chippers, and other units.
- Safety and traffic codes, methods and techniques.
- Purposes and uses of a variety of vehicles, equipment, power tools and hand tools including motorized pneumatic and hydraulic equipment.
- Proper applications of herbicides and pesticides, and cultivation techniques.
- Safe driving principles and practices.

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## **ABILITIES/SKILLS**

- Organize and supervise the work of Facilities Maintenance personnel and prepare related records and reports.
- Perform skilled maintenance, construction and repair work and demonstrate the proper set-up, operation and maintenance of equipment.
- Use and operate hand tools, mechanical equipment and power tools and equipment required for the work in a safe and efficient manner.
- Read and interpret basic maps and blueprints.
- Enforce safety standards and follow appropriate procedures regarding handling and containment of hazardous materials.

- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
- 

## **EXPERIENCE/TRAINING/EDUCATION**

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

- Five years of experience performing a variety of field construction and maintenance assignments related to public works operations.
  - Equivalent to high school graduation, supplemented by coursework or certification in maintenance practices, principles of supervision, and vehicle maintenance and repair methods.
- 

## **LICENSE/CERTIFICATE**

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

## **PHYSICAL ACTIVITIES AND REQUIREMENTS**

- Ability to be called out for emergency repair and maintenance duties.
  - Willingness to work variable hours including nights, weekends and/or holidays.
  - May require pushing, pulling, dragging and lifting equipment and/or office items weighing 25 lbs. or more.
  - Ability to hear and convey detailed or important instructions or information verbally and accurately.
  - Average visual acuity to prepare and read documents.
  - Ability to communicate with both the public and co-workers in a clear and concise manner.
  - Ability to travel to different sites and locations.
  - Exposure to outdoor conditions and inclement weather.
  - Adapt to sounds generated by construction equipment, power tools and utility vehicles as well as standard noise levels resulting from communication with co-workers and the general public.
- 

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



# **Agenda Item: 9H**

## **CITY OF STANTON**

### **REPORT TO CITY COUNCIL**

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

**DATE:** September 24, 2019

**SUBJECT: AWARD OF CONTRACT FOR PROFESSIONAL CONSTRUCTION INSPECTION SERVICES TO NV5, INC FOR THE FY 19/20 CITYWIDE STREET RESURFACING PROJECT AND THE SEWER CONDITION IMPROVEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

#### **REPORT IN BRIEF:**

Staff solicited Proposals to provide Construction Inspection Services for the FY 19/20 Citywide Street Resurfacing Project and the Sewer Condition Improvement Project. Eleven proposals were received and evaluated. Based on this qualifications-based selection process, staff recommends awarding the contract to NV5, Inc. The cost for completing these services is a maximum of \$179,500.

#### **RECOMMENDED ACTIONS:**

1. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
2. City Council award a contract for professional construction inspection services to NV5, Inc. to provide construction inspection services for a maximum contract amount of \$179,500; and
3. Authorize the City Manager to bind the City of Stanton and NV5 in a contract to provide professional construction inspection services.

#### **BACKGROUND:**

On August 27<sup>th</sup>, 2019 the City Council awarded a construction contract to Charles King Company for the Sewer Condition Improvement Project. The scope of this project will include various sewer improvements in the City. Also on August 27<sup>th</sup>, 2019 the City Council awarded a construction contract to All American Asphalt for the FY 19/20 Citywide Street Resurfacing Project. The scope of this project includes asphalt improvements on various streets in the City along with associated concrete repairs.

Staff is unable to provide for the inspection of these projects and need the assistance of a consultant to provide these specialized services. Inspection services also include any special geotechnical inspections that may be needed.

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

On July 30<sup>th</sup> 2019, staff issued a request for proposals (RFP) for the construction inspection services for the FY 19/20 Citywide Street Resurfacing Project and Sewer Condition Improvement Project. Eleven proposals were received, with one being disqualified for being late and one being disqualified for not following the proposal requirements.

The proposals from nine firms were evaluated by three staff members based on various criteria. The result was that NV5, Inc. was selected to perform the required services for this project. The proposed lead construction inspector has extensive experience in similar projects and has worked with the City of Stanton in the past. Their other proposed inspectors had far superior previous experience on similar projects. This contract will cover the duration of both projects. The total amount of this contract will not exceed \$179,500.

Fee schedules were opened after selection to make sure that the fees were reasonable.

<b>Company</b>	<b>Sewer Fee</b>	<b>Street Fee</b>	<b>Total</b>
NV5	\$ 86,770.00	\$ 92,730.00	\$ 179,500.00
Mulholland Consulting	\$ 67,200.00	\$ 75,600.00	\$ 142,800.00
Interwest Consulting Group	\$ 102,850.00	\$ 111,044.00	\$ 213,894.00
Quantum Consulting	\$ 145/Hr	\$ 145/Hr	-
Berg & Associates	\$ 98,792.32	\$ 125,726.32	\$ 224,518.64
BUREAU VERITAS	\$ 76,800.00	\$ 104,220.00	\$ 181,020.00
KOA Corporation	\$ 80,800.00	\$ 90,900.00	\$ 171,700.00
TRANSTECH Engineers, Inc.	\$ 125/Hr	\$ 125/Hr	-
Murow CM	\$ 145,040.00	\$ 160,200.00	\$ 305,240.00

Staff found that the fees from NV5 Inc. were very close to the average of the fees proposed by the other firms. As such their fees were found to be reasonable.

#### **FISCAL IMPACT:**

Funds for these services are available from the Gas Tax Fund 211-3500-710190 and the Sewer Maintenance Fund account number 501-3700-730105.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a quality infrastructure.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

Prepared by:



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

Approved by:



Jarad Hildenbrand  
City Manager

Attachment:

(1) Contract

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, is made and effective as of September 24, 2019, between the **City of Stanton**, a California Municipal Corporation ("City") and **NV5**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **1. TERM**

This Agreement shall commence on **September 24, 2019** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2020** unless sooner terminated pursuant to the provisions of this Agreement.

### **2. SERVICES**

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

### **3. PERFORMANCE**

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

### **4. CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **one hundred seventy-nine thousand, five hundred dollars (\$179,500.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit B, Fee Proposal.

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

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

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

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

9. **INDEMNIFICATION**

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

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

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

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

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

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



12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

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

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

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

16. **NOTICES**

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

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	NV5 9890 Irvine Drive Irvine, CA 92618
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17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, aside from material testing as stated in the proposal, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only NV5 shall perform the services described in this Agreement.

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**CITY OF STANTON**

**CONSULTANT**

By: \_\_\_\_\_  
Jarad Hildenbrand  
City Manager

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

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

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

Attest:

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

Approved As To Form:

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

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

Provide construction management and inspection services for the FY 19/20 CITYWIDE STREETS RESURFACING PROJECT AND THE SEWER CONDITION IMPROVEMNET PROJECT as described in the Proposal received by NV5 along with the Fee Schedule dated August 26, 2019.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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



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

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

# EXHIBIT A



**REQUEST FOR PROPOSAL**  
**FOR**  
**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

RFP responses to be received until

10:00 A.M., August 26, 2019

In the Office of the Public Works Department

**City of Stanton**

7800 Katella Avenue,  
Stanton, CA 90680-3162

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

Approved for Advertising:

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

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## **SECTION I. GENERAL DESCRIPTION AND INTRODUCTION**

The City of Stanton, Public Works / Engineering Department is requesting proposals from qualified construction management firms to provide the City of Stanton with on-call construction management and inspection services.

Proposals must conform to the requirements of this Request for Proposal (RFP), and must be submitted in a sealed envelope, to the Department of Public Works no later than **10:00 a.m., on Monday, August 26<sup>th</sup>, 2019**. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant.

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

## **SECTION II. PROJECT BACKGROUND**

The City of Stanton (City) has a population of approximately 39,000. Its boundary covers over 3.1 square miles (1,993 acres) of residential, commercial and industrial areas. The City performs several street improvements and street maintenance projects regularly to preserve and improve the integrity of City infrastructure in addition to various projects that are ready to advance into the construction phase.

## **SECTION III. SCOPE OF SERVICES**

The primary role of the Inspector will be to inspect two upcoming Public Works projects. The first is an overlay project with a construction budget of \$1,300,000 with an estimate of 90 working days. The second will be a sewer repair project with a budget of \$1,000,000 with an estimate of 80 working days.

The Inspector's responsibilities may include, but are not limited to the following:

1. Attend a kick off meeting with the City, the Contractor and other agencies relevant to the assigned project, and any other necessary field meetings to ensure the project gets completed.
2. Review and approve all project submittals.
3. Ensure compliance of Underground Service Alert notification/delineation.

4. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
5. Perform Public Works Inspector duties as describes in this Request for Proposal.
6. Maintain a daily log of construction project activity, tracks job status.
7. Submit progress reports as required.
8. Insure that all applicable utility rules, codes and safety regulations are complied with.
9. Inquire all facilities are constructed in accordance with applicable plans, specification and state and local regulations.
10. Conduct daily measurements of quantities of work with the Contractor.
11. Assist with the review and evaluation of change order work.
12. Notify contractors and the City of Stanton Public Works Department of non-compliance with the contract plans and specifications in a timely manner.
13. Report and documents safety and compliance infractions and unsafe work procedures. The inspector shall provide suggestions for safer alternative procedures or construction methods where appropriate.
14. Assist in preparing punch lists of uncompleted work, non-conformance reports and deficiency notices.
15. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
16. Conduct and generate minutes of all field meetings.
17. Closely monitor testing results and require the Contractor to provide corrective measures to achieve compliance.
18. Assist in the coordination with the City of Stanton and stakeholders throughout the project.
19. Schedule final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; recommend final acceptance.
20. Certify as to the acceptability of each project upon its completion.

21. Upon project completion, provide the finished set of project workbooks to the City.

#### **SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS**

The Department has established requirements for the proposal format. Proposals shall be submitted in a sealed envelope. All pages shall be duplex copied.

**Four copies of the proposal must be submitted containing the following elements:**

1. Cover Letter Submit a cover letter signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal. The letter must include: (1) a contact for all communications pertaining to the proposal (including the firm's name, address, name of contact person, contact's e-mail and direct phone number); (2) a statement of the Proposer's understanding of the scope of services to be provided and overall ability and qualifications to conduct the work and provide services as it relates to key points of the RFP.
2. Firm Structure and History Include the firm's experience managing on-call contracts that are similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with providing on-call Public Works Inspectors.
3. Key personnel List qualifications of personnel with resumes and a breakdown of responsibilities. This section shall include the professional and technical experience, background, qualifications and any professional licensing/certifications obtained. Sufficient information shall be provided to evaluate the ability and experience for each inspector to successfully fulfill their roles.
4. Reference List Provide at least three (3) government agency references that may be contacted for verification of the respondent's experience and qualifications. References shall include name and contract information for jurisdiction including full name, title, address, phone number, brief description of project and relevance to the scope described in this Request for Proposal.
5. Fee schedule Include with the submittal but in a separate sealed envelope, the proposal shall include:
  1. A table indicating total costs for previously completed projects that are of similar scope to those described in this Request for Proposal.
  2. Billable hourly rates of personnel that will be involved in the contract.
  3. Cost for each project based on working days estimated.



## **SECTION V. SELECTION CRITERIA**

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

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

Candidates shall have knowledge of the principles and practices of engineering as related to design, construction and maintenance of streets, sidewalks, drainage and other public facilities, as well as an understanding of the practices, applicable laws and state permits associated with storm water treatment and pollution prevention; the methods and materials used in the testing of construction materials; the laws, codes and standards applicable to public works construction. The inspector must have the ability to make sound decisions and communicate with others and to assimilate and understand information in a manner consistent with the essential job functions.

### **Past Performance Record**

Experience in completion of projects of similar scope for other agencies within Southern California is desirable. Efficiency and timeliness in completion of project requirements.

### **Approach to Work**

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

### **Cost Control**

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

## **SECTION VI. SELECTION PROCESS**

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

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

The successful consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the City of Stanton Public Works Inspector Services

specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within said ten (10) days shall be just cause for the City to contract with the next responsible consultant.

The City may select multiple firms and or consultants to perform on call work based on availability of consultants and need for an inspector.

## **SECTION VII. SUBMISSION DEADLINE**

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

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

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

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

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

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

## **SECTION VIII. REQUEST FOR ADDITIONAL INFORMATION**

To receive any written responses to Requests for Information or other addenda issued by the City to be made a part of this Request for Proposal prior to the submittal date

please e-mail contact information to: arigg@ci.stanton.ca.us

#### **SECTION IX. TAXES AND LICENSES**

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

#### **SECTION X. INSURANCE**

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

# EXHIBIT B

# FEE SCHEDULE

# NV5

## FEE PROPOSAL - ESTIMATE

CITY OF STANTON

Sewer Project

Inspection

80 Working Days

TASK						
Task No.	TASK DESCRIPTION	CM	INS	ADMIN	Total Hrs. By Task	Total Fee
	<i>Hourly Bill Rate</i>	<b>\$145</b>	<b>\$120</b>	<b>\$90</b>		
<b>1.0</b>	<b>Pre-Construction Phase</b>					
	Review PSE/Field Review		8		8	\$960
	Preconstruction Meeting		4		4	\$480
	Set-up Project Files		1	2	3	\$300
	<b>Subtotal Pre-Construction Phase</b>	<b>\$0</b>	<b>\$1,560</b>	<b>\$180</b>		<b>\$1,740</b>
<b>2.0</b>	<b>Inspection Services</b>					
	Provide on-site inspection services		640		640	\$76,800
	<b>Subtotal Inspection Services</b>	<b>0</b>	<b>\$76,800</b>	<b>\$0</b>		<b>\$76,800</b>
<b>3.0</b>	<b>Construction Management</b>					
	Quality Control				0	\$0
	Progress meetings				0	\$0
	Coordinate and Process RFI				0	\$0
	Submittal Review	24		4	28	\$3,840
	Coordinate, review, and recommend for approval the contractor's CPM schedule	4		1	5	\$670
	Monitor contractor's maintenance of copies of all contracts, drawings, addenda, change orders, and other documents on site				0	\$0
	Monitor, evaluate, report and ensure compliance for Water Quality Pollution Prevention				0	\$0
	Review and evaluate change orders, negotiate on behalf of the City				0	\$0
	Contract Administration/Public Relations				0	\$0
	Review Contractor's progress payment and recommend for approval				0	\$0
	Coordinate Testing				0	\$0
	<b>Subtotal Construction Management</b>	<b>\$4,060</b>	<b>\$0</b>	<b>\$450</b>		<b>\$4,510</b>
<b>4.0</b>	<b>Close Out</b>					
	Compile Detail Punch List Items		4		4	\$480
	Coordinate Close Out Procedures		2	4	6	\$600
	Monitor completion of project records and as-built		2		2	\$240
	Oversee completion of the punch list items and final clean up before contractors demobilization		16		16	\$1,920
	Coordinate final testing and documentation of regulatory inspections for conformance with the specification		2		2	\$240
	Final Progress Payment		2		2	\$240
	<b>Subtotal Close Out</b>	<b>\$0</b>	<b>\$3,360</b>	<b>\$360</b>		<b>\$3,720</b>
	<b>Total Hours</b>	<b>28</b>	<b>681</b>	<b>11</b>	<b>720</b>	
	<b>TOTAL FEE CONSTRUCTION MANAGEMENT and INSPECTION</b>	<b>\$4,060</b>	<b>\$81,720</b>	<b>\$990</b>		<b>\$86,770</b>
<b>5.0</b>	<b>Construction Support Services</b>					
	<b>TOTAL FEE</b>					<b>\$86,770</b>

### LEGEND

CM = Construction Manager

INS = Inspector

Admin = Admin

# FEE SCHEDULE

## FEE PROPOSAL FOR PROJECTS

The following schedules include the cost for each project based on estimated working days.

# NV5

## FEE PROPOSAL - ESTIMATE

CITY OF STANTON  
Street Overlay Project  
Inspection  
90 Working Days

TASK						
Task No.	TASK DESCRIPTION	CM	INS	ADMIN	Total Hrs. By Task	Total Fee
	<i>Hourly Bill Rate</i>	<b>\$145</b>	<b>\$120</b>	<b>\$90</b>		
<b>1.0</b>	<b>Pre-Construction Phase</b>					
	Review PSE/Field Review		8		8	\$960
	Preconstruction Meeting		4		4	\$480
	Set-up Project Files		1	2	3	\$300
	<b>Subtotal Pre-Construction Phase</b>	<b>\$0</b>	<b>\$1,560</b>	<b>\$180</b>		<b>\$1,740</b>
<b>2.0</b>	<b>Inspection Services</b>					
	Provide on site inspection services		720		720	\$86,400
	<b>Subtotal Inspection Services</b>	<b>0</b>	<b>\$86,400</b>	<b>\$0</b>		<b>\$86,400</b>
<b>3.0</b>	<b>Construction Management</b>					
	Quality Control				0	\$0
	Progress meetings				0	\$0
	Coordinate and Process RFI				0	\$0
	Submittal Review	6			6	\$870
	Coordinate, review, and recommend for approval the contractor's CPM schedule				0	\$0
	Monitor contractor's maintenance of copies of all contracts, drawings, addenda, change orders, and other documents on site				0	\$0
	Monitor, evaluate, report and ensure compliance for Water Quality Pollution Prevention				0	\$0
	Review and evaluate change orders, negotiate on behalf of the City				0	\$0
	Contract Administration/Public Relations				0	\$0
	Review Contractor's progress payment and recommend for approval				0	\$0
	Coordinate Testing				0	\$0
	<b>Subtotal Construction Management</b>	<b>\$870</b>	<b>\$0</b>	<b>\$0</b>		<b>\$870</b>
<b>4.0</b>	<b>Close Out</b>					
	Compile Detail Punch List Items		4		4	\$480
	Coordinate Close Out Procedures		2	4	6	\$600
	Monitor completion of project records and as-built		2		2	\$240
	Oversee completion of the punch list items and final clean up before contractors demobilization		16		16	\$1,920
	Coordinate final testing and documentation of regulatory inspections for conformance with the specification		2		2	\$240
	Final Progress Payment		2		2	\$240
	<b>Subtotal Close Out</b>	<b>\$0</b>	<b>\$3,360</b>	<b>\$360</b>		<b>\$3,720</b>
	<b>Total Hours</b>	<b>6</b>	<b>761</b>	<b>6</b>	<b>773</b>	
	<b>TOTAL FEE CONSTRUCTION MANAGEMENT and INSPECTION</b>	<b>\$870</b>	<b>\$91,320</b>	<b>\$540</b>		<b>\$92,730</b>
<b>5.0</b>	<b>Construction Support Services</b>					
	<b>TOTAL FEE</b>					<b>\$92,730</b>

### LEGEND

CM = Construction Manager  
INS = Inspector  
Admin = Admin

# Agenda Item: 9I

## **CITY OF STANTON**

### **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** September 24, 2019

**SUBJECT: AUGUST 2019 INVESTMENT REPORT**

#### **REPORT IN BRIEF:**

The Investment Report as of August 31, 2019 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 August 2019.

#### **BACKGROUND:**

The attached reports summarize the City investments and deposit balances as of August 2019. 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 investments in the State Treasurer's Local Agency Investment Fund (LAIF) and in PFM's California Asset Management Program (CAMP) continue to be available on demand. The effective yield on LAIF for the month of August 2019 was 2.34%. 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 2.24%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 2.29%, which is below the benchmark LAIF return of 2.34% due to a 215% increase in the LAIF rate over the past two years.

The weighted average maturity of the City's investments on August 2019 is 950 days. Including LAIF and a money market account, it is 483 days. LAIF's average maturity on

August 31, 2019 was approximately 180 days.

With a weighted average maturity of 2.6 years, the City is well within the investment policy restriction of 3.5 years.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2019-20 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 \$47.1 million portfolio with \$23.9 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

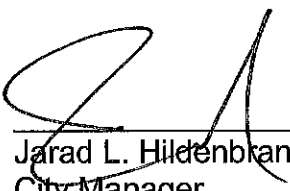
Prepared by:

  
\_\_\_\_\_  
Vladimir Barrientos  
Administrative Services Intern

Reviewed by:

  
\_\_\_\_\_  
Lauren J. Yoon  
Business License Specialist

Approved by:

  
\_\_\_\_\_  
Jarad L. Hildenbrand  
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**  
**August 31, 2019**

Investment Type	Issuer	Date of Maturity	Interest Rate	Cost	% of Total	Market Value	Market Value Source
LAI and BOW General Acct - City	State of California/ BOW	On Demand	2.34%	\$ 4,158,866	8.83%	\$ 4,167,534	LAI
State Pool (LAI) - HA Portion	State of California	On Demand	2.34%	\$ 17,800,005	37.78%	\$ 17,830,282	LAI
Investments <sup>2</sup>	Various	Various	Various	\$ 23,928,542	50.79%	\$ 24,123,346	Bank of the West
California Asset Management Plan	PFM Asset Management	On Demand	2.28%	\$ 1,228,912	2.61%	\$ 1,228,912	PFM
Subtotal - Investments				\$ 47,116,325	100.00%	\$ 47,350,073	
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	\$ 103,252		\$ 103,252	Bank of the West
Subtotal - Deposits				\$ 103,252		\$ 103,252	

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

483	2.29%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 47,219,577

\$ 47,453,326

<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 and Investments

## 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  
AUGUST 2019**

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
<b>U.S. Government Agency Securities:</b>											
Chandler Asset Management	PHLB	3130A0J1R2	1.65%	2.35%	103.07	11/23/15	12/1/19	NC	200,000	205,698	200,218
Multi-Bank Securities, Inc.	PHLB	3130A07K4	2.00%	2.00%	100.00	8/22/2017	9/15/2023	8/15/2019	500,000	500,000	500,080
Multi-Bank Securities, Inc.	FFCB	3133EGJ22	2.02%	2.00%	99.93	8/9/2019	11/16/2023	8/14/2019	500,000	499,625	499,895
Sifel, Nicholas & Company, Inc.	FFCB	3133EKT13	2.24%	2.23%	99.95	7/19/2019	7/8/2024	NC	1,000,000	999,500	1,003,470
Camella & Co., Inc	FAMCA	3142BJE1	2.28%	2.26%	100.00	7/24/2019	7/24/2020	7/24/2020	500,000	500,000	500,020
Camella & Co., Inc	FAMCA	3142BJE1	2.00%	2.26%	100.24	7/24/2019	7/24/2024	07/24/2022	500,000	501,180	500,020
Multi-Bank Securities, Inc.	FLMVC	3134GTT2S1	2.01%	2.00%	99.95	8/23/2019	8/19/2024	NC	500,000	499,900	499,900
First Empire Securities	FNMA DUS Balloon	3138LF4Y1	2.03%	1.62%	98.40	8/18/2017	11/1/2021	NC	472,757	465,193	472,350
									4,172,757	4,170,946	4,175,943
<b>Municipal Bonds</b>											
Multi-Bank Securities	CA ST Housing Finance Agency RDA	13034PZF7	2.04%	2.30%	100.75	7/24/2017	8/1/2020	NC	250,000	251,875	250,730
First Empire Securities	Coachella Valley CA Unif School Distrit	189849KY7	2.25%	2.85%	101.65	11/17/2017	8/1/2020	NC	440,000	447,260	443,313
Camella & 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	249,370
Multi-Bank Securities, Inc.	Pomona CA RDA SA TAB	068616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	249,370
Multi-Bank Securities, Inc.	Pomona CA PFA Lease Bond	73203MCX4	2.25%	2.42%	100.60	6/23/2017	4/1/2021	NC	500,000	503,000	502,086
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	350,000	352,625	354,533
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.22%	2.51%	101.09	8/18/2017	8/1/2021	NC	255,000	257,777	258,302
Multi-Bank Securities, Inc.	Guadalupe Community Redevelopment	400559AD2	2.65%	2.25%	99.00	1/8/2018	8/1/2021	NC	225,000	222,750	226,181
Camella & Co., Inc	Oceanside CA Pension Obligation Bond Taxabi	675371AX8	2.03%	3.25%	104.65	8/15/2017	8/15/2021	NC	280,000	283,013	287,185
Camella & Co., Inc	LA County CA RDA TAB Taxable West Covina	54465AHP0	2.08%	2.80%	101.87	6/26/2017	9/1/2021	NC	400,000	406,884	405,272
Camella & Co., Inc	Yorba Linda RDA SA TAB Taxable Series B	988176AQ8	2.00%	2.00%	100.00	8/15/2017	9/1/2021	NC	360,000	360,000	360,400
First Empire Securities	Riverside CA Pension Obligation Bond	769036BB9	2.25%	2.50%	101.16	6/20/2017	6/1/2022	NC	500,000	505,800	507,835
First Empire Securities	Riverside CA Pension Obligation Bond	769036BB9	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	240,000	241,080	243,781
Camella & Co., Inc	Arvin Community Redevelopment	043288AK5	2.35%	2.50%	100.51	8/8/2019	3/1/2023	NC	275,000	276,400	280,185
Sifel, Nicholas & Company, Inc.	Stockton CA Redevelopment Agency SA	861403AL7	2.60%	2.50%	96.59	5/1/2019	9/1/2023	NC	260,000	248,975	252,763
Camella & Co., Inc	Riverside CA Pension Obligation Bond	769036BB5	2.03%	2.75%	103.25	8/28/2019	8/1/2024	NC	250,000	258,120	258,390
									5,076,000	5,123,659	5,128,663
<b>Negotiable Certificates of Deposit:</b>											
Multi-Bank Securities, Inc.	Direct Federal Credit Union	25460FAQ9	1.75%	1.75%	100.00	5/24/2017	2/24/2020	NC	249,000	249,000	248,863
Camella & Co., Inc	Community Trust Bank Inc..	20416LAC3	1.85%	1.85%	100.00	8/10/2017	8/18/2020	NC	247,000	247,000	247,287
First Empire Securities	First Bank Richmond	319287GC8	1.80%	1.80%	100.00	6/23/2017	11/23/2020	NC	247,000	247,000	247,156
Multi-Bank Securities, Inc.	Numerica Credit Union	6705N4F0	2.00%	2.00%	100.00	5/30/2017	11/30/2020	NC	249,000	249,000	249,772
First Empire Securities	BMW Bank	05580AGQ1	1.95%	1.95%	100.00	3/10/2017	3/10/2021	NC	248,000	248,000	248,687
First Empire Securities	Landmark Bank	51506VCA9	2.10%	2.00%	100.00	3/29/2017	3/29/2021	9/29/2019	248,000	248,000	248,012
First Empire Securities	Medallion Bank	58403BFB8	2.00%	2.00%	100.00	4/6/2017	4/6/2021	NC	249,000	249,000	249,906
Camella & Co., Inc	Comerity Capital Bank	20033AUK0	2.00%	2.00%	100.00	6/30/2017	6/30/2021	NC	249,000	249,000	249,974
Camella & Co., Inc	Barclays Bank	06740KK00	2.00%	2.00%	100.00	7/12/2017	7/12/2021	NC	247,000	247,000	247,971
First Empire Securities	Abacus Federal Savings Bank	002577AY2	1.95%	1.95%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	249,757
Camella & Co., Inc	ME Financial Bank	55268CVW3	1.80%	1.90%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	249,625
First Empire Securities	HSBC Bank USA, NA	40434YMK0	2.15%	2.15%	100.00	7/26/2017	7/26/2021	1/26/2020	247,000	247,000	247,252
First Empire Securities	Third Federal Savings and Loan	88413QBN7	2.00%	2.00%	100.00	7/28/2017	7/28/2021	NC	248,000	248,000	248,987
Multi-Bank Securities, Inc.	State Bank of India	8652846V1	2.35%	2.35%	100.00	3/14/2017	3/14/2022	NC	248,000	248,000	251,244
Multi-Bank Securities, Inc.	Capital One Bank USA	14042DZ52	2.35%	2.35%	100.00	3/15/2017	3/15/2022	NC	249,000	249,000	251,246
Camella & Co., Inc	JP Morgan Chase Bank NA	48126XD93	2.35%	2.35%	100.00	3/16/2017	3/16/2022	9/16/2019	249,000	249,000	249,042
First Empire Securities	BMO Harris, NA	05881WNK7	2.00%	2.00%	100.00	3/29/2017	3/29/2022	9/29/2019	247,000	247,000	247,993
Sifel, Nicholas & Company, Inc.	Industrial and Commercial Bank of China	45581EAC5	2.10%	2.15%	100.12	8/15/2019	4/12/2022	NC	247,000	247,298	248,053
Camella & Co., Inc	Synchrony Bank	87165EL36	2.40%	2.40%	100.00	5/19/2017	5/19/2022	NC	247,000	247,000	250,720
First Empire Securities	American Eagle Bank	02554BCN9	2.10%	2.10%	100.00	6/9/2017	5/23/2022	NC	150,000	150,000	151,076
Camella & Co., Inc	Goldman Sachs Bank USA	38148PKX4	2.35%	2.35%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	250,470
Camella & Co., Inc	Capital One NA	14042RGN5	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	247,000	247,000	250,194
Sifel, Nicholas & Company, Inc.	TIAA FSB	87270LCM3	2.10%	2.10%	100.00	7/29/2019	7/29/2022	NC	247,000	247,000	248,813



**CITY OF STANTON**  
**CASH AND INVESTMENT BALANCES BY FUND TYPE**  
**August 31, 2019**

<b>Fund Type</b>	<b>Cash and Investments</b>	<b>Totals</b>
<b>General Fund:</b>		
Pooled and Non-pooled	\$ 15,480,562	
Other Accounts *	1,320,113	\$ 16,800,675
<b>Special Revenue, Capital Projects and Enterprise Funds:</b>		
Gas Tax	104,841	
RMRA	369,447	
Measure M	396,911	
Fire Emergency Services	(145,034)	
Lighting & Median Maint.	1,893,996	
Housing Authority	19,401,802	
Sewer Maintenance	4,120,309	
Other	2,344,042	28,486,314
<b>Internal Service Funds</b>		1,298,215
<b>Trust Funds</b>		634,373
<b>Total Cash and Investment Balances</b>		<b>\$ 47,219,577</b>

\* Housing Authority Fund, Imprest Accounts, Petty Cash and Investments

# Agenda Item: 9J

## CITY OF STANTON

### REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

**TO:** Honorable Chair and Members of the Successor Agency

**DATE:** September 24, 2019

**SUBJECT: AUGUST 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)**

#### **REPORT IN BRIEF:**

The Investment Report as of August 31, 2019 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 August 2019.

#### **BACKGROUND:**

The attached reports summarize the Successor Agency investments and deposit balances as of August 2019. 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 investments in the State Treasurer's Local Agency Investment Fund (LAIF) and California Asset Management Plan (CAMP) continue to be available on demand. The effective yield on LAIF for the month of August 2019 was 2.34%, while the effective yield on CAMP was 2.28%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.27%, which is below the benchmark LAIF return of 2.34%, 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 August 31, 2019 is 1 day. LAIF's average maturity at August 31, 2019 is approximately 180 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2019-20 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.

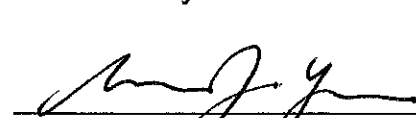
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance

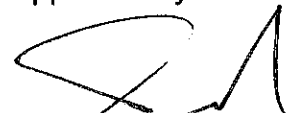
Prepared by:

  
\_\_\_\_\_  
Vladimir Barrientos  
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Reviewed by:

  
\_\_\_\_\_  
Lauren J. Yoon  
Business License Specialist

Approved by:

  
\_\_\_\_\_  
Jarad L. Hildenbrand  
City Manager

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**  
**INVESTMENTS AND DEPOSITS**  
**August 31, 2019**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Gasb 31 Value	Cost	Market Value	MV Source
								LAIF
LAIF and BOW General Acct	State of California/ BOW	State of California	On Demand	2.34% N/A	\$ 9,094,303	\$ 4,157,151	\$ 4,157,152	LAIF
Clawback - Demand Deposits/Money Market Account	Bank of the West	Bank of the West	On Demand	N/A	3,377,369	3,377,369	3,377,369	Bank of the West
								Bank of the West

Total Cash Investments and Deposits

**\$ 7,534,520 \$ 7,534,521**

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%	\$16.85	\$16.85	\$16.85	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$14,091.20	\$14,091.20	\$14,091.20	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$15.21	\$15.21	\$15.21	US Bank
Reserve Account:									
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	2.34%	\$1,142,311.99	\$1,142,311.99	\$1,142,311.99	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$1,156,435

\$1,156,435



Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series A and B</b>									
Debt Service Fund									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$493,395.61	\$493,395.61	\$493,395.61	US Bank
Principle Account					0.83				
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$151.90	\$151.90	\$151.90	US Bank
Interest Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$16.27	\$16.27	\$16.27	US Bank
Total 2016 Series A and B							\$ 493,564	\$493,563.78	

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series C and D</b>									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$568,669.70	\$568,669.70	\$568,669.70	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$33.07	\$33.07	\$33.07	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	60.07	\$60.07	\$60.07	US Bank
Total 2016 Series C and D							\$ 568,763	\$568,762.84	

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

<b>\$2,218,762</b>	<b>\$2,218,762</b>
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Notes:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY****POOLED CASH BALANCES BY FUND TYPE****August 31, 2019**

<b>Fund</b>	<b>Cash Balance</b>
712 Redevelopment Obligation Retirement Fund	4,672,842
731 Successor Agency Admin Fund	(515,691)
741 Successor Agency Project Fund	-
741 Cash DDR Clawback	3,377,369

**TOTAL CASH BALANCE****\$ 7,534,520**