



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JULY 14, 2020 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

Governor Newsom proclaimed a State of Emergency in California as a result of COVID-19. The Governor issued Executive Order N-25-20, which allows Council Members to attend City Council meetings telephonically. Please be advised that some, or all, of the City of Stanton Council Members and staff may attend this meeting telephonically.

Given the health risks associated with COVID-19:

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ANY ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:

E-Mail your comments to pvazquez@ci.stanton.ca.us with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment). Comments received no later than 5:00 p.m. before the meeting (Tuesday, July 14, 2020) will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

The health and well-being of our residents is the top priority for the City of Stanton and you are urged to take all appropriate health safety precautions. If you wish to attend the City Council meeting in person, the City Council Chamber located at 7800 Katella Avenue, California 90680, will be open for this meeting and the public shall have the right to observe at this location. While you may attend this meeting in person, given the health risks associated with COVID-19, please consider carefully before attending this meeting in person and members of the public are required to wear face coverings and maintain social distancing, by keeping a six foot distance from others.

The Stanton City Council and staff thank you for your continued patience and cooperation during these unprecedented times. Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245.

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.

1. CLOSED SESSION(6:00 PM)

- 2. ROLL CALL** Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Mayor Pro Tem / Vice Chairperson Warren
Mayor / Chairman Shawver

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

4. CLOSED SESSION

4A. CONFERENCE WITH COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 2

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

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

Number of potential cases: 2

4D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Number of cases: 1

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

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
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8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Jarad L. Hildenbrand, Executive Director, Housing Authority
Jarad L. Hildenbrand, Executive Director, Successor Agency
Trachy Family Trust, Owner
Steven W. Reiss Trust, Owner
Jennie Trust, Owner
Trang Trust, Owner
Triple Star Company, LLC, Owner
Sky Nguyen / SN Living Trust, Owner
Steven W. Reiss Trust, Owner
Ngoc Trieu and Andy Pham, Owner
David M. Cook and Daphne Chakran, Owner

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

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

Property: 11870 Beach Boulevard, Stanton, CA (APN 131-241-21)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton, Owner

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

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

- 6. ROLL CALL** Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Mayor Pro Tem / Vice Chairperson Warren
Mayor / 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 June 5 – June 18, 2020, in the amount of \$1,719,487.94.

9C. APPROVAL OF MINUTES

1. City Council approve Minutes of Special Joint Meeting – June 23, 2020; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – June 23, 2020.

9D. AWARD OF CONTRACT FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO INTERWEST FOR THE FY 20/21 CITYWIDE STREET IMPROVEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

Staff solicited proposals to provide Construction Inspection Services for the FY 20/21 Citywide Street Improvement Project. Eleven proposals were received and evaluated. Based on this qualifications-based selection process, staff recommends awarding the contract to Interwest. The cost for completing these services is a maximum of \$96,520.

Consent Calendar Item 9D Continued on page 6

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 Interwest to provide construction inspection services for a maximum contract amount of \$96,520; and
3. Authorize the City Manager to bind the City of Stanton and Interwest in a contract to provide professional construction inspection services.

9E. STANTON HOME REHABILITATION LOAN PROGRAM: LA NELL AND STEVEN MARTIN'S PROPOSED MORTGAGE REGINANCE

In September of 2010, La Nell and Steven Martin (the "Martins") obtained a 0% interest loan in the amount of \$50,000 through the Stanton Home Rehabilitation Loan Program. The Martins are currently looking to consolidate and refinance their home's existing mortgage and home equity line of credit into a new loan with a lower interest rate. Both the existing mortgage and home equity line of credit are senior to the Martin's Home Rehabilitation Loan. The Home Rehabilitation Loan Program's Guidelines and Procedures prohibit refinances that, among other things, extend the term of a loan's repayment period. The Martin's senior obligations' (i.e., the existing mortgage and home equity line of credit) have approximately 10 years left of repayment. After the proposed refinance, the Martin's new mortgage will have a lower interest rate and a repayment period of 15 years. Because the proposed refinance extends the repayment period of the Martin's senior obligations (from 10 years to 15 years), City Council action is needed to waive this restriction if the proposed refinance is to proceed.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") State CEQA Guidelines Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Waive the restriction provided in the Stanton Home Rehabilitation Loan Program's Guidelines and Procedures barring refinances that extend the term of repayment with respect to the Home Rehabilitation Loan extended to La Nell and Steven Martin in connection with 10271 Western Avenue, Stanton, California 90680.

9F. APPROVE RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF CALIFORNIA FRANCHISE TAX BOARD FOR ACCESS TO THE FRANCHISE TAX BOARD'S CITY BUSINESS TAX PROGRAM

The City's current agreement with the California Franchise Tax Board (FTB) expired on December 31, 2019. The FTB's City Business Program allows access to secured data sharing software program between itself and various municipalities statewide to allow better governance of the contracted jurisdiction's business licensing compliance. The FTB requires the City Council approve a resolution authorizing staff to enter into a new agreement through December 31, 2022.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Adopt Resolution No. 2020-38 authorizing the City Manager to execute an agreement with the State of California Franchise Tax Board authorizing the reciprocal and confidential exchange of data, entitled:

"A RESOLUTION OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE CITY OF STANTON TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA FRANCHISE TAX BOARD AUTHORIZING THE RECIPROCAL AND CONFIDENTIAL EXCHANGE OF TAX DATA."

9G. RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL AND APPROPRIATION OF FUNDS

The attached Resolution makes changes to the Position Classification Manual by adding the job classification of Outreach Coordinator. Staff is also requesting an appropriation of funds for the establishment of this 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. 2020-39 amending the Position Classification Manual, entitled:

Consent Calendar Item 9G Continued on page 8

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

3. Approve and adopt the updated Salary Schedule effective July 14, 2020; and
4. Approve an appropriation of \$83,175 from the City’s General Fund reserves (Fund 101).

9H. PROFESSIONAL SERVICES AGREEMENT WITH DAVISFARR LLP

Requested is the authorization to allow the Mayor to enter into a Professional Services Agreement in an amount not to exceed \$50,000 with DavisFarr LLP. This contract will provide access to DavisFarr’s administrative support staff and expertise across a wide array of accounting matters.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act (“CEQA”) under Section 15378(b); and
2. Waive the competitive bidding requirements in the City’s purchasing policy for this procurement; and
3. Approve and Authorize the Mayor to execute a Professional Services Agreement in an amount not to exceed \$50,000 with DavisFarr LLP for accounting consultant services.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. ADOPT A RESOLUTION TO AMEND RESOLUTION NO. 2018-19 TO ADD CONSULTANT COST RECOVERY FEES FOR CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN AND CALIFORNIA ENVIRONMENTAL QUALITY ACT CLASS 32 TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES (RESOLUTION NO. 2020-33)

The City has initiated and assessed cost recovery for consultant review and document preparation services for developer-initiated entitlement to include the following:

1. In accordance with the City's General Plan, Community Design Element, Action CD1.2.2(e), for Crime Prevention Through Environmental Design ("CPTED") and
2. In accordance with the California Environmental Quality Act ("CEQA") Section 15332 In-Fill Development Projects.

In accordance with the City's adopted policy, consultant cost recovery fees incurred as part of developer-initiated entitlement review and document preparation shall be passed on to applicants as applicable.

RECOMMENDED ACTION:

1. City Council conduct the public hearing; and
2. Find that this item is statutorily exempt from 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
3. Adopt Resolution No. 2020-33, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING RESOLUTION NO. 2018-19 AND ADDING CONSULTANT COST RECOVERY FEES FOR CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED) AND CALIFORNIA ENVIRONMENTAL QUALITY ACT CLASS 32 TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES."

10B. PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO ESTABLISH A BUSINESS TAX RATE FOR COMMERCIAL CANNABIS BUSINESSES (RESOLUTION NO. 2020-34); A RESOLUTION TO AMEND THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES TO ADD COMMERCIAL CANNABIS BUSINESS PERMIT FEE AND RENEWAL COMMERCIAL CANNABIS BUSINESS PERMIT FEES (RESOLUTION NO. 2020-21); A RESOLUTION ESTABLISHING THE MAXIMUM NUMBER OF EACH TYPE OF COMMERCIAL CANNABIS BUSINESSES THAT ARE PERMITTED TO OPERATE AT ONE TIME IN THE CITY (RESOLUTION NO. 2020-35) AND A RESOLUTION ESTABLISHING A POLICY REGARDING CONTACT BETWEEN CANNABIS BUSINESS PERMIT APPLICANTS AND CITY OFFICIALS/APPOINTEES (RESOLUTION NO. 2020-36)

The City has initiated an amendment to the Municipal Code to modify regulations pertaining to the regulation of Commercial Cannabis Businesses. Specifically, the City Council adopted an ordinance adding Chapter 5.77 *Commercial Cannabis Businesses* and amending portions of Section 20.220.020.A *Allowed Land Uses*, Table 2-7 to permit and regulate Commercial Cannabis Business uses and permit processing fees.

As part of the implementation plan for Commercial Cannabis Businesses, it is necessary to establish the following:

1. The tax rate for commercial cannabis businesses, and
2. A commercial cannabis business permit fee and renewal fee, and
3. The maximum number of each type of commercial cannabis businesses that may be permitted to operate at one time in the City, and
4. A policy regarding contact between cannabis business permit applicants and City officials/appointees.

RECOMMENDED ACTION:

1. City Council conduct the public hearing; and
2. 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

3. Adopt Resolution No. 2020-34, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, SETTING THE INITIAL TAX RATES FOR COMMERCIAL CANNABIS BUSINESSES"; and

4. Adopt Resolution No. 2020-21, entitled:

Public Hearing Item 10B Continued on page 11

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING AN INITIAL COMMERCIAL CANNABIS BUSINESS PERMIT FEE AND RENEWAL COMMERCIAL CANNABIS BUSINESS PERMIT FEE TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES”; and

5. Adopt Resolution No. 2020-35, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING THE MAXIMUM NUMBER OF EACH TYPE OF COMMERCIAL CANNABIS BUSINESSES THAT MAY OPERATE AT ONE TIME IN THE CITY”; and

6. Adopt Resolution No. 2020-36, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING A POLICY REGARDING CONTACT BETWEEN COMMERCIAL CANNABIS BUSINESS PERMIT APPLICANTS AND CITY OFFICIALS/APPOINTEES FOR COMMERCIAL CANNABIS BUSINESSES.”

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS None.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: None.

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING BANNING THE USE OF SAFE AND SANE FIREWORKS WITHIN THE CITY OF STANTON

At the June 23, 2020 City Council meeting, Council Member Taylor requested that this item be agendaized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY FIRE AUTHORITY

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 9th day of July, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

June 05, 2020 - June 18, 2020

\$1,719,487.94

Electronic Transactions

Nos. 1031 - 1045

Check Nos.

132251 - 132316

\$1,719,487.94

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

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE
CITY OF STANTON
SPECIAL JOINT MEETING JUNE 23, 2020

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Led by Council Member Hong Alyce Van.

3. ROLL CALL

Present: Council/Agency/Authority Member Ramirez, Council/Agency/Authority Member Taylor, Council/Agency/Authority Member Van, Mayor Pro Tem/Vice Chairperson Warren, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

6. CLOSED SESSION

The members of the Stanton City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 5:01 p.m. for discussion regarding:

4A. CONFERENCE WITH COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 2

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

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

Number of potential cases: 2

DRAFT

4D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Number of cases: 1

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

4E. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

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Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Jarad L. Hildenbrand, Executive Director, Housing Authority
Jarad L. Hildenbrand, Executive Director, Successor Agency
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Triple Star Company, LLC, Owner
Sky Nguyen / SN Living Trust, Owner
Steven W. Reiss Trust, Owner
Ngoc Trieu and Andy Pham, Owner
David M. Cook and Daphne Chakran, Owner

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

7. CALL TO ORDER / SPECIAL CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING

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

The City Council/Successor Agency/Housing Authority reconvened in open session at 6:00 p.m.

The City Attorney/Agency Counsel reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 5:01 to 6:00 p.m.

The City Attorney/Agency Counsel reported that there was no reportable action.

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

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING JUNE 23, 2020

1. CALL TO ORDER / CLOSED SESSION

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

2. ROLL CALL

Present: Council/Authority Member Ramirez, Council/Authority Member Taylor, Council/Authority Member Van, Mayor Pro Tem/Vice Chairperson Warren, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

- Mr. Cesar Covarrubias, The Kennedy Commission, submitted an e-comment pertaining to item 4E, urging the City Council to prioritize affordable housing with rents that are very low and extremely low, support for relocation benefits, and the right of first option to returning residents.

4. CLOSED SESSION

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

4A. CONFERENCE WITH COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

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4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

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DRAFT

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

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

Number of potential cases: 2

4D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Number of cases: 1

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

4E. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)
8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)
8940 Tina Way, Anaheim, CA (APN 126-481-12)
8950 Tina Way, Anaheim, CA (APN 126-481-13)
8960 Tina Way, Anaheim, CA (APN 126-481-14)
8970 Tina Way, Anaheim, CA (APN 126-481-15)
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)

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8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Jarad L. Hildenbrand, Executive Director, Housing Authority
Jarad L. Hildenbrand, Executive Director, Successor Agency
Trachy Family Trust, Owner
Steven W. Reiss Trust, Owner
Jennie Trust, Owner
Trang Trust, Owner
Triple Star Company, LLC, Owner
Sky Nguyen / SN Living Trust, Owner
Steven W. Reiss Trust, Owner
Ngoc Trieu and Andy Pham, 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 6:34 p.m. by Chairman Shawver.

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

The City Attorney reported that there was no reportable action.

6. **ROLL CALL**

Present: Agency Member Ramirez, Agency Member Taylor, Agency Member Van, Vice Chairperson Warren, and Chairman Shawver.

Absent: None.

Excused: None.

DRAFT

7. PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Carol Warren.

8. SPECIAL PRESENTATIONS AND AWARDS

- Mayor Shawver presented a proclamation and proclaimed the month of July as Parks and Recreation Month in the City of Stanton.
 - Presentation by Ms. Jessica Cedillo on the positive impacts that Parks and Recreation has had in her life.
 - Presentation by Ms. Teresa De La Rosa on the positive impacts that Parks and Recreation has had in her life.

9. CONSENT CALENDAR

Council Member Ramirez requested to pull Item 9K from the Consent Calendar for separate discussion.

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

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)
NOES: None
ABSTAIN: None
ABSENT: None

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated May 22 – June 4, 2020, in the amount of \$348,067.47.

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9C. APPROVAL OF MINUTES

1. The City Council approved Minutes of Special Meeting – June 9, 2020; and
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – June 9, 2020.

9D. MAY 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT

The monthly General Fund Revenue and Expenditure Report for the month ended May 31, 2020, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council.

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 for the month ended May 31, 2020.

9E. MAY 2020 INVESTMENT REPORT

The Investment Report as of May 31, 2020, has been prepared in accordance with the City’s Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of May 2020.

9F. MAY 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of May 31, 2020, has been prepared in accordance with the City’s Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of May 2020.

DRAFT

9G. APPROVE AMENDMENT NO. 1 TO CONSULTANT SERVICES AGREEMENT WITH OPENGOV, INC.

Staff is seeking City Council approval for an amendment to the consultant services agreement with OpenGov, Inc. ("OpenGov") to purchase the budgeting and planning software (Attachment A). The Fiscal Year 2020/21 cost of \$34,957 is included in the City's Fiscal Year 2020/21 Adopted Budget.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Waived the competitive bidding requirements in the City's purchasing policy for this procurement; and
3. Authorized the City Manager to execute Amendment No. 1 to the Consultant Services Agreement with OpenGov to purchase the budgeting and planning software.

9H. RESOLUTION DIRECTING THE AUDITOR-CONTROLLER OF THE COUNTY OF ORANGE TO ADD THE PROTECTIVE SERVICES TAX TO THE TAX ROLL FOR FISCAL YEAR 2020/21

On August 6, 1985, the City of Stanton voters approved an initiative measure establishing a Protective Services Tax with a 2/3 majority vote. The proceeds from the Protective Services Tax are used for fire protection and suppression services provided by the City, which are contracted with the Orange County Fire Authority. Each year, the City Council must adopt a Resolution directing the Auditor-Controller to place this assessment on the property tax roll.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopted Resolution No. 2020-30, directing the Orange County Auditor-Controller place the Protective Services Tax on the property tax roll for Fiscal Year 2020/21, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DIRECTING THE AUDITOR-CONTROLLER OF THE COUNTY OF ORANGE, CALIFORNIA, TO

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ADD THE PROTECTIVE SERVICES TAX TO THE TAX ROLL FOR FISCAL YEAR 2020/21.”

9I. APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS AND ADOPTION OF RESOLUTION 2020-13 BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

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

1. The City Council finds the submittal, adoption, and resolutions exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. The City Council adopted the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2020-21 through 2026-27; and
3. Adopted Resolution 2020-13 concerning the status and update of the Local Signal Synchronization Plan for the Measure M (M2) Program, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM”; and

4. Submitted the Maintenance of Effort Reporting Form and supporting documentation for the City of Stanton to OCTA, and directed the Director of Administrative Services to certify this form; and
5. Directed the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3. The eligibility submittal consists of:
 - a. Measure M Eligibility Checklist.
 - b. Measure M Seven-Year Capital Improvement Program.
 - c. The Maintenance of Effort Reporting Form.
 - d. The Local Signal Synchronization Plan
 - e. The Land Use Element of the City’s General Plan.

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9J. RESOLUTION SEEKING CERTIFICATE OF CONSENT TO SELF-INSURE WORKERS' COMPENSATION PROGRAM

Authorization is requested to submit an application to the Director of Industrial Relations, for a Certificate of Consent to Self-Insure the City's Workers' Compensation Liabilities. This is a necessary step as the City transitions to California Joint Powers Authority (CJPIA) effective July 1, 2020.

1. The City Council declared 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. Adopted Resolution No. 2020-25 authorizing an application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure the City's Workers' Compensation Liabilities, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING APPLICATION TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA FOR A CERTIFICATE OF CONSENT TO SELF-INSURE WORKERS' COMPENSATION LIABILITIES."

9L. AWARD OF CONSTRUCTION CONTRACT FOR THE FY 20/21 CITYWIDE STREET RESURFACING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The five bids for the FY 20/21 Citywide Street Resurfacing Project were opened on June 8, 2020. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by R.J. Noble Company to be the lowest responsible and responsive bid. The construction cost is estimated at \$742,489.00, which includes a contingency.

1. The City Council approved the plans and specifications for the FY 20/21 Citywide Street Resurfacing Project; and
2. Awarded a construction contract for FY 20/21 Citywide Street Resurfacing Project to the lowest responsible and responsive bidder, R.J. Noble Company, for the amount of \$674,990.00; and
3. Authorized the City Manager to bind the City of Stanton and R.J. Noble Company in a contract for the construction of the FY 20/21 Citywide Street Resurfacing Project; and
4. Declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and

DRAFT

5. Authorized the City Manager to approve contract changes, not to exceed 10-percent

END OF CONSENT CALENDAR

9K. AMENDMENT AND RESTATEMENT OF CITY OF STANTON 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN

The City of Stanton provides an employer-sponsored 457 Governmental Deferred Compensation Plan ("Plan") to its eligible employees. For many years, the Plan has been administered with the assistance of ICMA-RC. Authorization is requested to amend and restate the Plan as described below. The amendment of the Plan will not increase the cost of the Plan.

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

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

1. The City Council declared that this action 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. Authorized by Resolution No. 2020-37 the amendment and restatement of the Plan document. The purpose of the Plan amendment and restatement is to:
 - Update the Plan document so the written terms of the Plan are in conformity with the current administration of the Plan; and
 - Adopt certain Coronavirus Aid, Relief, and Economic Security (CARES) Act provisions to give participants affected by the pandemic greater access to their retirement savings.

Resolution No. 2020-37 entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO AMEND AND RESTATE THE CITY'S 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN"

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10. PUBLIC HEARINGS

10A. PUBLIC HEARING RELATIVE TO PLACING THE ANNUAL LEVY OF ASSESSMENTS FOR THE INSTALLATION, MAINTENANCE, AND SERVICING OF PUBLIC LIGHTING FACILITEIS AND MEDIAN ISLANDS WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN STANTON LIGHITNG AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2020/21 PURSUANT TO THE LANDSCAPING AND LIGHITNG ACT OF 1972

On May 26, 2020, the City Council adopted Resolution No. 2020-14, approving the Engineer's Report, and Resolution No. 2020-18, declaring its intention to levy and collect the annual assessments for installation, maintenance and servicing of Stanton Lighting and Landscaping District No. 1 ("the District") for Fiscal Year 2020/21 pursuant to the Landscaping and Lighting Act of 1972. Resolution No. 2020-18 also set the date of the public hearing for this matter for June 23, 2020. Harris & Associates, the City's consultant, prepared the District's assessment roll for Fiscal Year 2020/21 (Exhibit A of Attachment A).

Staff report by Ms. Michelle Bannigan, Finance Director.

The public hearing was opened.

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

Motion/Second: Ramirez/Warren

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

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Conducted a public hearing concerning the: annual level of assessments for the District, the extent of the District, the improvements, the proposed assessments, and tall other matters pertaining hereto; and

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3. Adopted Resolution No. 2020-31, confirming the assessments for installation, maintenance, and servicing of lighting and landscaping with the boundaries of the territory included in the District and directing the Orange County Auditor-Controller place the assessment on the property tax roll for Fiscal Year 2020/21, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CONFIRMING THE ASSESSMENTS FOR INSTALLATION, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2020/21.”

10B. PUBLIC HEARING RELATIVE TO PLACING THE ANNUAL SEWER SERVICE CHARGE FOR SEWER SERVICES ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2020/21

On August 8, 2017, the City held a noticed public hearing in compliance with Proposition 218 and adopted the Annual Sewer Service Charges for Fiscal Years 2017/18 through 2021/22 with Ordinance No. 1068. The approved rates include a 3.5% increase annually for Fiscal Years 2018/19 through 2021/22. The purpose of this noticed public hearing is to confirm the report prepared by the City’s consultant, Harris & Associates and to seek City Council approval to request the Orange County Auditor-Controller place the Annual Service Charge on the property tax roll for Fiscal Year 2020/21. The Sewer Service Charge Report (“Report”) prepared by the Consultant identifies each parcel subject to the Annual Sewer Service Charge for Fiscal Year 2020/21 (Exhibit A of Attachment A).

Staff report by Ms. Michelle Bannigan, Finance Director.

The public hearing was opened.

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

Motion/Second: Taylor/Van

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

Motion unanimously carried:

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1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Conducted a public hearing concerning the placement of the Annual Sewer Service Charge on the property tax roll for Fiscal Year 2020/21; and
3. Adopted Resolution No. 2020-32, directing the Orange County Auditor-Controller place the Annual Sewer Service Charge on the property tax roll for Fiscal Year 2020/21, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING RATES FOR THE ANNUAL SEWER SERVICE CHARGE FOR SEWER SERVICES FOR FISCAL YEAR 2020/21."

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1100

This Ordinance was introduced at the regular City Council meeting of June 9, 2020.

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

The City Council questioned staff regarding the selected map and it's vicinity to certain types of businesses, transfer abilities of each license, and if a permit is violated and/or revoked can an applicant reapply.

- Ms. Stephanie Uy, representative, Amuse, submitted an e-comment in favor of Ordinance No. 1100.
- Ms. Lynn Selden, resident, submitted an e-comment in opposition to Ordinance No. 1100.

Motion/Second: Ramirez/Warren

ROLL CALL VOTE:	Council Member Ramirez	AYE
	Council Member Taylor	AYE
	Council Member Van	AYE
	Mayor Pro Tem Warren	AYE
	Mayor Shawver	NO

DRAFT

Motion carried:

1. The City Clerk read the title of Ordinance No. 1100, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON ADOPTING AN ORDINANCE TO ADD REGULATIONS AND ZONING STANDARDS RELATING TO COMMERCIAL CANNABIS BUSINESSES CHAPTER 5.77 (COMMERCIAL CANNABIS BUSINESSES) AND AMEND TITLE 20 (ZONING) OF THE STANTON MUNICIPAL CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”; and

2. The City Council adopted Ordinance No. 1100.

11B. APPROVAL OF ORDINANCE NO. 1101

This Ordinance was introduced at the regular City Council meeting of June 9, 2020.

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

- Ms. Lynn Selden, resident, submitted an e-comment in opposition of Ordinance No. 1101 citing concerns with density, potential discrimination, traffic / parking issues, air pollution, health, mental health, and crime.
- Mr. Cesar Covarrubias, The Kennedy Commission, submitted an e-comment in opposition of Ordinance No. 1101 and asked that the City Council not approve Ordinance No. 1101 without addressing affordable housing needs for low, very low, and extremely low families in Stanton.

Motion/Second: Van/Ramirez

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1101, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTIONS 20.230.030, 20.230.050 AND TABLE 2-11 OF CHAPTER 20.230 OF THE STANTON MUNICIPAL CODE TO INCREASE THE DENSITY RANGE TO 80 DWELLING UNITS PER ACRE, TO INCREASE THE MAXIMUM

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NUMBER OF STORIES, MAXIMUM HEIGHT OF BUILDINGS, AND RESIDENTIAL USE WITHIN THE SOUTH GATEWAY MIXED-USE (SGMX) OVERLAY ZONE”; and

2. The City Council adopted Ordinance No. 1101.

11C. APPROVAL OF ORDINANCE NO. 1102

This Ordinance was introduced at the regular City Council meeting of June 9, 2020.

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

Motion/Second: Van/Ramirez

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1102, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12736 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH”; and

2. The City Council adopted Ordinance No. 1102.

12. **NEW BUSINESS** None.

13. ORAL COMMUNICATIONS – PUBLIC

- Mr. Ugochi Anaebere-Nicholson, Public Law Center / Ms. Dianne Prado / Ms. Kate Marr, Community Legal Aid SoCal, submitted an e-comment urging the City to protect the most vulnerable residents of Stanton and requests that the County Board of Supervisors asks the Orange County Sheriff’s Department to suspend the pending 185 evictions that are set to begin on June 1, 2020 for the duration of the State of Emergency relating to COVID-19 and an additional thirty days following the termination of the State of Emergency.

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14. WRITTEN COMMUNICATIONS None.

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

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

None.

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

Council Member Taylor requested to agendaize discussion regarding banning the use of safe and sane fireworks, beginning in 2021.

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

None.

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING PURCHASING AUDIO RECORDING SOFTWARE FOR CITY COUNCIL / COMMISSION MEETINGS WITH CAPABILITIES TO POST AUDIO RECORDINGS TO THE CITY'S WEBSITE

At the June 9, 2020 City Council meeting, Council Member Van requested that this item be agendaized for discussion.

The City Council questioned staff regarding cost, ongoing costs, website compatibility, usage / tracking, and the amount of public requests for copies of audio recordings pre and post pandemic.

- Mr. Doug Makino, submitted an e-comment requesting that the City allocate time and resources to improve the quality and accessibility of audio recordings of Council meetings.

Consensus was received and the City Council directed staff to proceed with research and a staff report regarding obtaining the capability to post audio recordings to the City's website.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

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17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

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

18. ADJOURNMENT in honor and memory of Ms. Beverly Henry Motion/Second: Shawver/ Motion carried at 7:14 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 14, 2020

SUBJECT: AWARD OF CONTRACT FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO INTERWEST FOR THE FY 20/21 CITYWIDE STREET 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 20/21 Citywide Street Improvement Project. Eleven proposals were received and evaluated. Based on this qualifications-based selection process, staff recommends awarding the contract to Interwest. The cost for completing these services is a maximum of \$96,520.

RECOMMENDED ACTIONS:

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 Interwest to provide construction inspection services for a maximum contract amount of \$96,520; and
3. Authorize the City Manager to bind the City of Stanton and Interwest in a contract to provide professional construction inspection services.

BACKGROUND:

On June 23th, 2020 the City Council awarded a construction contract to R.J. Noble Company for the FY 20/21 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 June 3rd 2020, staff issued a request for proposals (RFP) for the construction inspection services for the FY 20/21 Citywide Street Improvement Project. Eleven proposals were received.

The proposals from eleven firms were evaluated by three staff members based on various criteria. The result was that Interwest was selected to perform the required services for this project. The proposed lead construction inspector has extensive experience and knowledge in similar projects and their references all have good reviews. Interwest proposed inspectors had far superior experience on similar projects. The total amount of this contract will not exceed \$96,520.

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

Company	Total
AKM	\$ 109,960.00
Annealta Group	\$ 103,700.00
Destination Enterprises	\$ 138.00/hour
Dudek	\$ 90,000.00
GK & Associates	\$ 104,400.00
Interwest	\$ 96,520.00
Murow	\$ 162,200.00
NV5	\$ 93,890.00
SA Associates	\$ 89,000.00
Swinerton Management	\$ 114,901.00
Z&K Consultants	\$ 103,358.00

Staff found that the fees from Interwest 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 Capital Projects Fund 305-3001-710205.

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:

s/ Allan Rigg

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

Concur:

s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

s/ Jarad L. Hildenbrand

Jarad Hildenbrand
City Manager

Attachments:

- 1) FY 20/21 Citywide Street Resurfacing Project Inspection Services Contract

Attachment A

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of July 14, 2020, between the **City of Stanton**, a California Municipal Corporation ("City") and **Interwest**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on **July 14, 2020** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2021** unless sooner terminated pursuant to the provisions of this Agreement.

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 **ninety-six thousand, five hundred and twenty dollars (\$96,520.00)** 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:	Interwest 15140 Transistor Lane Huntington Beach, CA 92828
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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 Interwest 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 20/21 CITYWIDE STREET IMPROVEMENT PROJECT as described in the Proposal received by Interwest along with the Fee Schedule dated June 22, 2020.

EXHIBIT B

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: July 14, 2020

SUBJECT: STANTON HOME REHABILITATION LOAN PROGRAM: LA NELL AND STEVEN MARTIN'S PROPOSED MORTGAGE REGINANCE

REPORT IN BRIEF:

In September of 2010, La Nell and Steven Martin (the "Martins") obtained a 0% interest loan in the amount of \$50,000 through the Stanton Home Rehabilitation Loan Program. The Martins are currently looking to consolidate and refinance their home's existing mortgage and home equity line of credit into a new loan with a lower interest rate. Both the existing mortgage and home equity line of credit are senior to the Martin's Home Rehabilitation Loan. The Home Rehabilitation Loan Program's Guidelines and Procedures prohibit refinances that, among other things, extend the term of a loan's repayment period. The Martin's senior obligations' (i.e., the existing mortgage and home equity line of credit) have approximately 10 years left of repayment. After the proposed refinance, the Martin's new mortgage will have a lower interest rate and a repayment period of 15 years. Because the proposed refinance extends the repayment period of the Martin's senior obligations (from 10 years to 15 years), City Council action is needed to waive this restriction if the proposed refinance is to proceed.

RECOMMENDED ACTION

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") State CEQA Guidelines Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Waive the restriction provided in the Stanton Home Rehabilitation Loan Program's Guidelines and Procedures barring refinances that extend the term of repayment with respect to the Home Rehabilitation Loan extended to La Nell and Steven Martin in connection with 10271 Western Avenue, Stanton, California 90680.

BACKGROUND

In September of 2010, La Nell and Steven Martin obtained a 0% interest loan in the amount of \$50,000 from the Stanton Redevelopment Agency via the Home Rehabilitation Loan Program ("Program"). This Program provided funding to eligible homeowners in the form of no interest or low interest loans to pay for rehabilitation costs to correct substandard conditions, correct violations of local housing codes and bring property up to current code. In 2011, the Stanton Redevelopment Agency was dissolved. In 2012, as the successor agency to the Stanton Redevelopment Agency, the Stanton Housing Authority assumed all rights, powers, assets, liabilities, duties and obligations associated with the housing activities of the former Stanton Redevelopment Agency.

DISCUSSION/ANALYSIS

With respect to refinancing, the Program's Procedures and Guidelines provide that, "[r]efinancing to take money out is not permitted and will trigger repayment *unless the refinance is to lower the interest rate and the term of the loan only.*" (Program Guidelines, at p. 5 [emphasis added]). The italicized/underlined language implies that the borrower cannot refinance to increase the length of a loan's repayment period. The purpose of this provision is to ensure that the City gets repaid in a timely manner and will have program funds available to support future loans.

Here, the Martins are looking to refinance and consolidate their home's existing mortgage and home equity line of credit ("senior obligations") into a new mortgage with a lower interest rate and a 15 year repayment period. The proposed refinance technically runs afoul of the Program's Guidelines and Procedures because the Martin's existing senior obligations have approximately 10 years left of repayment.

Despite the restrictions imposed by Program's Guidelines and Procedures with respect to refinancing, City staff is supportive of the Martin's proposed refinance as it will not materially change the City's position with respect to repayment of the Martin's Home Rehabilitation Loan. As noted above, the Martin's existing mortgage and home equity line of credit are senior to (i.e., ahead of) the City's Home Rehabilitation Loan.

By allowing the Martin's refinance to proceed (i.e., by waiving the Program Guideline's prohibition on refinances that extend the term of repayment), the City's position will likely improve because the consolidated first position loan is a more affordable loan (for the Martins) making it more likely the Martins will be in a position to repay the City's Home Rehabilitation Loan.

Assuming the City waived the restriction on refinances extending the term of repayment, City staff would execute a subordination agreement (in a form substantially similar to the agreement attached to this report) with the Martin's lender acknowledging that the Martin's refinanced mortgage is senior to the City's Home Rehabilitation Loan.

For the reasons provided above, staff recommends that the City Council waive the restriction barring refinances that extend the term of repayment with respect to the Martin's Home Rehabilitation Loan.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

The City Attorney's Office has prepared the agenda report and attached draft subordination agreement.

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:

Approved by:

s/ Matthew E. Richardson

s/ Jarad L. Hildenbrand

Matthew E. Richardson
City Attorney

Jarad L. Hildenbrand
City Manager

Attachment:

1. Draft Subordination Agreement

Attachment A

WHEN RECORDED MAIL TO:

City of Stanton
Housing Authority
7800 Katella Avenue
Stanton, CA 90680
Attn: City Clerk

[Fee Exempt - Gov't Code § 27383]

(Space above for Recorder's Use)

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

This Subordination Agreement (“Agreement”) dated _____, 2020 is between the Stanton Housing Authority (“Subordinator”), a public body, corporate, and politic and Schools First Federal Credit Union (“New Senior Lender”). Subordinator and New Senior Lender are sometimes individually referred to herein as a “Party” and collectively as “Parties.”

RECITALS

A. La Nell G. Martin and Steven P. Martin (“Borrowers”) are the current owners of real property located at 10271 Western Avenue, Stanton California 90680 (the “Property”). The Property is legally described as:

LOT 8 IN TRACT 2766, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 91 PAGE 48, OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor’s Parcel Number: 079-560-33

B. The Stanton Redevelopment Agency and Borrower entered into the following agreements:

- A Housing Rehabilitation Loan Agreement dated as of September 23, 2010;
- A promissory note in the amount of \$50,000 dated as of September 23, 2010; and
- A Deed of Trust and Assignment of Rents dated as of September 23, 2010 and recorded as Instrument No. 2010000508598 in Orange County, California.

Collectively, these agreements shall be known as the "Junior Obligations."

C. In 2011, the Stanton Redevelopment Agency was dissolved. In 2012, as the successor agency to the Stanton Redevelopment Agency, the Stanton Housing Authority (i.e., "Subordinator") assumed all rights, powers, assets, liabilities, duties and obligations associated with the housing activities of the former Stanton Redevelopment Agency.

D. Subordinator's Junior Obligations are currently third in line or priority with respect to liens secured by the Property.

E. Senior to Subordinator's Junior Obligations are a mortgage (first in priority) from NATIONSTAR DBA MR CO and a home equity line of credit (second in priority) from Bank of America, N.A. (collectively "Senior Obligations").

F. Borrowers wish to consolidate and replace the Senior Obligations with a new first priority mortgage loan secured by the Property from New Senior Lender in the new principal sum not to exceed \$164,000.00 (the "New Senior Security Instrument").

AGREEMENT

1. Incorporation of Recitals. The Parties agree that the foregoing Recitals and true and correct and constitute a substantive part of this Agreement.

2. Subordination of Junior Lender's Interest. Subordinator agrees that its lien/security interest in the Property (i.e., the Junior Obligations) and all of Subordinator's rights thereunder shall at all times be inferior and subordinate to New Senior Lender's New Security Instrument and New Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$164,000.00 plus interest. Subordinator consents without possibility of revocation, and accepts all provisions, terms and conditions of New Senior Lender's New Security Instrument.

3. No Subordination to Additional Matters. Subordinator is subordinating its lien/security interest to New Senior Lender's New Security Instrument only, and not to other or future liens or security interests in the Property. Subordinator has no obligation to consent to future requests for subordination of its lien/security interest.

4. No Waiver of Notice. Upon execution of this Agreement, Subordinator waives no rights it may have, if any, under the laws of the State of California or any Federal rights to which Subordinator may be entitled.

5. Assignment. This Agreement shall be binding upon and inure to the benefit of Subordinator and New Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, and devisees.

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

7. Reliance. This Agreement can be relied upon by all persons have an interest in the Property or the New Security Instrument.

8. Notice. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses provided below:

Subordinator: City of Stanton
Housing Authority
7800 Katella Avenue
Stanton, CA 90680
Attn: City Clerk

New Senior Lender: Schools First Federal Credit Union
2115 N. Broadway
Santa Ana, CA 92711-1547

9. Entire Agreement; Modification. This Agreement represents the compete and integrated understanding between the Parties pertaining to the terms and conditions of this Agreement. In order for any waiver or modification of this Agreement to be enforceable, such waiver or modification must be: (1) in writing; (2) executed by the Parties (or their successors in interest); and (3) recorded with the Orange County Clerk-Recorder.

10. Waiver of Jury Trial. The Parties hereby waive any right to a trial by jury in any action arising out of or based upon this Agreement.

11. Acceptance. The Parties acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement.

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

JUNIOR LENDER/SUBORDINATOR

CITY OF STANTON HOUSING AUTHORITY, a public body, corporate and politic

By: _____ Date: _____
Executive Director

Printed Name: _____

Approved as to form:

Matthew Richardson
Authority Counsel

NEW SENIOR LENDER

SCHOOLS FIRST FEDERAL CREDIT UNION

By: _____

Name: _____

Title: _____

Date: _____

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On _____, before me, _____,

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

☐ Individual

☐ Corporate Officer

Title or Type of Document

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On _____, before me, _____,

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

☐ Individual

☐ Corporate Officer

☐ Partner(s) ☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: July 14, 2020

SUBJECT: APPROVE RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF CALIFORNIA FRANCHISE TAX BOARD FOR ACCESS TO THE FRANCHISE TAX BOARD'S CITY BUSINESS TAX PROGRAM

REPORT IN BRIEF:

The City's current agreement with the California Franchise Tax Board (FTB) expired on December 31, 2019. The FTB's City Business Program allows access to secured data sharing software program between itself and various municipalities statewide to allow better governance of the contracted jurisdiction's business licensing compliance. The FTB requires the City Council approve a resolution authorizing staff to enter into a new agreement through December 31, 2022.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Adopt Resolution No. 2020-38 authorizing the City Manager to execute an agreement with the State of California Franchise Tax Board authorizing the reciprocal and confidential exchange of data, entitled:

"A RESOLUTION OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE CITY OF STANTON TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA FRANCHISE TAX BOARD AUTHORIZING THE RECIPROCAL AND CONFIDENTIAL EXCHANGE OF TAX DATA"

BACKGROUND:

Under the authority of California Revenue and Taxation Code (R&TC) Section 19551.1, participating cities will provide local business license data to the FTB. In addition, California RT&C Section 19551.5 states that any city that assesses a business tax or requires a business license needs to submit the collected tax information to the Franchise Tax Board at its request. This information includes: business name,

address, Federal Employee Identification Number (FEIN) or Social Security Number (SSN), ownership type, and business start and end dates. The FTB and participating cities have exchanged tax-related data through the FTB's City Business Tax Program since January 2009. Data provided by participating cities helps the FTB identify self-employed individuals who have not filed required individual and business entity tax returns. Data provided by the FTB aids cities in identifying businesses that need to complete local business tax filing requirements (such as obtaining a City business license). The intent of renewing this agreement is for both the State and the City to continue benefiting from the additional revenue the State and City receive that may not be collected without this mutual exchange of data.

FISCAL IMPACT:

There is no cost to participate in this program. The City's General Fund will benefit from the additional revenue generated as a result of identifying businesses that are operating in the City without an active City business license.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

The City Attorney approved the resolution to form.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment:

A. Resolution No. 2020-38

RESOLUTION NO. 2020-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE CITY OF STANTON TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA FRANCHISE TAX BOARD AUTHORIZING THE RECIPROCAL AND CONFIDENTIAL EXCHANGE OF TAX DATA

WHEREAS, businesses operating in the City of Stanton are required to pay all legally mandated local business forms and taxes; and,

WHEREAS, the City of Stanton is required to report required tax information to the State of California Franchise Tax Board annually; and,

WHEREAS, entering into a reciprocal agreement with the State of California Franchise Tax Board for participation in its City Business Tax Program will provide reciprocal tax information that may identify businesses in the City of Stanton that have local business tax obligations; and,

WHEREAS, the term of the agreement between the City of Stanton and State of California Franchise Tax Board for participation in the Franchise Tax Board's City Business Tax Program will be from June 1, 2020, through December 31, 2022.

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

SECTION 1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment). Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 2. The City Council of the City of Stanton hereby authorizes the City to enter into a reciprocal agreement with the State of California Franchise Tax Board and hereby approves said agreements as stated in Exhibit A.

SECTION 3. The City Manager is hereby authorized to execute the agreement on behalf of the City.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of July, 2020.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)
ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-38 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

0000000000000000000049758

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTOR NAME

City of Stanton

2. The term of this Agreement is:

START DATE

June 1, 2020 or date of approval, whichever is later,

THROUGH END DATE

December 31, 2022

3. The maximum amount of this Agreement is:

\$0.00 (NON-FINANCIAL AGREEMENT)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit C *	General Terms and Conditions	GTC417
Exhibit D	Special Terms and Conditions	3
Exhibit E	City and County Record Format Specifications	2
Exhibit F	FTB Record Layout Specifications	1
Exhibit G	Confidentiality Statement	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Stanton

CONTRACTOR BUSINESS ADDRESS

7800 Katella Avenue

CITY

Stanton

STATE

CA

ZIP

90680

PRINTED NAME OF PERSON SIGNING

Jarad L. Hildenbrand

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

06/30/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

0000000000000000000049758

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTING AGENCY ADDRESS

P.O. Box 2086

CITY

Rancho Cordova

STATE

CA

ZIP

95741

PRINTED NAME OF PERSON SIGNING

Michael A. Banuelos

TITLE

Procurement and Contracting Officer or Designee

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04.A.2

State of California
Franchise Tax Board

City of Stanton
Agreement #49758

EXHIBIT A SCOPE OF WORK

This agreement is entered into by and between the Franchise Tax Board, herein after referred to as (FTB), and the City of Stanton, herein after referred to as the City.

Purpose:

This agreement provides for the reciprocal exchange between FTB and the City tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear its own costs of providing the data, and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this agreement. Exhibits A, C, D, E, F, and G, attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

No Federal Tax Information will be exchanged.

Legal Authority:

California Revenue and Taxation Code (R&TC) Section 19551.1 authorizes a reciprocal agreement for the exchange of specified tax information between a city/county and FTB. R&TC Section 19551.5 mandates cities/counties to provide city/county business licensing and tax information to FTB upon request.

City Responsibilities:

1. The City agrees that the information provided by FTB will be used exclusively to administer the City/County Business Tax program.
2. The City agrees that information obtained under this agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and will only be accessed or used by city employees whose duties are to administer the City/County Business Tax program.
3. The City agrees to provide FTB with tax information pursuant to Format Specifications, Exhibit E, which shall include, but not be limited to, the following:
 - Business or owner's name
 - Business or residence address
 - Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
 - Ownership type
 - North American Industry Classification Code or Standard Industry Classification Code
 - Business start and cessation dates
 - City Business Tax Number, to be assigned to the City by FTB
4. The City agrees to extract and provide city data to FTB annually in June for each tax year that the agreement is in place: June 2020, 2021, and 2022. If the agreement is executed after June 30, 2020, the City will have 30 days after execution to provide FTB with the first year's data.

State of California
Franchise Tax Board

City of Stanton
Agreement #49758

**EXHIBIT A
SCOPE OF WORK**

5. The City agrees to submit the records to FTB electronically using FTB's Secure Web Internet File Transfer (SWIFT) system.
6. The City agrees to submit the records to FTB in ASCII fixed-length format, .txt, per Exhibit E, Format Specifications.
7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City will forfeit its rights to FTB data for that year.
8. The City agrees that each city employee having access to FTB data shall sign City/County Business Tax Program Confidentiality Statement, Exhibit G, and FTB 712. The signed statement is to be retained by the City and produced to FTB upon request.
9. The City agrees to submit to FTB a completed Safeguard Review Questionnaire prior to receiving any FTB data. The Safeguard Review Questionnaire is valid for the duration of the agreement.
10. The City agrees to provide a copy of the resolution, order, minutes reflecting passage of a motion, or ordinance of the local governing body authorizing the execution of the agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
2. FTB agrees that information obtained under this agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose, except as provided in paragraph 1 or otherwise authorized by law.
3. FTB agrees to provide the City with data extracted from the Taxpayer Information (TI) system and Business Entities Tax System (BETS). FTB will provide the City with records for taxpayers within the City's jurisdiction who indicate a business on their personal or business entity income tax return. The Record Layout, Exhibit F, FTB 909A shall include:
 - Taxpayer name
 - Taxpayer address
 - Taxpayer SSN or FEIN
 - Principal Business Activity code
4. FTB agrees to match the data provided by the City using the SSN or FEIN against FTB's data with a "Yes" or "No" indicator on the Record Layout, Exhibit F, FTB 909A. The first year's data match is at the discretion of FTB based on when the data is received from the City and processed.

State of California
Franchise Tax Board

City of Stanton
Agreement #49758

**EXHIBIT A
SCOPE OF WORK**

5. FTB agrees to provide the City with an annual data extract in December 2020 for tax year 2019, in December 2021 for tax year 2020, and in December 2022 for tax year 2021 via SWIFT.
6. FTB agrees to register the City for a SWIFT account allowing for the secure electronic transmission of data.
7. FTB agrees to provide the City with a unique city/county business tax number to be used for reporting purposes only.
8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

Project Coordinators:

The project coordinators during the term of this agreement will be:

Franchise Tax Board

Sara Bradshaw
City/County Business Tax Program Lead
Data Oversight Program
P.O. Box 1468, Mailstop A181
Sacramento, CA 95812-1468
Phone: (916) 845-3405
Email: FTBCCBT@ftb.ca.gov

City of Pomona

Lauren Yoon
7800 Katella Avenue
Stanton, CA 90680
Phone: (714) 890-4242
Email: lyoon@ci.stanton.ca.us

Return executed agreement to:

Franchise Tax Board

Doral Valley
Business Acquisitions Analyst
Procurement Bureau
P.O. Box 2086, Mailstop A-374
Rancho Cordova, CA 95741-2086
Phone: (916) 845-5283
Fax: (916) 843-8335

State of California
Franchise Tax Board

City of Stanton
Agreement #49758

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **DATA OWNERSHIP:** The confidential tax information or sensitive information being provided under this agreement remains the exclusive property of the FTB. Confidential tax and sensitive data/information are not open to the public and require special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction. The City (or County) shall have the right to use and process the disclosed information for the purposes stated in the Scope of Work of Exhibit A of this agreement, which right shall be revoked and terminated immediately upon termination of this agreement.
2. **STATEMENT OF CONFIDENTIALITY:** The FTB has tax returns and other confidential data in its custody. Unauthorized inspection or disclosure of federal returns and other confidential data is a misdemeanor or a felony (R&TC Sections 19542, 19542.1, 19542.3 and 19552 and Government Code Section 90005).

Upon the approval of this agreement and prior to any access to the confidential or sensitive data of the FTB, each City (or County) employee who may have access to the confidential data of FTB will be required to sign a City/County Business Tax Program Confidentiality Statement, Exhibit G, FTB 712, attesting to the fact that he/she is aware of the confidentiality of the data and the penalties for unauthorized disclosure thereof under applicable state and federal law. The signed statement(s) shall be retained by the City (or County) and furnished to FTB upon request.

3. **USE OF INFORMATION:** The City (or County) agrees that the information furnished or secured pursuant to this agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. The City (or County) further agrees that information obtained under this agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in this section.
4. **EMPLOYEE ACCESS TO INFORMATION:** Both FTB and the City (or County) receiving data agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this agreement. Each party receiving data recognize(s) their responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as authorized by law and this agreement.
5. **PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING:** Both agencies, receiving data, in recognizing the confidentiality of the information to be exchanged, agree to take all appropriate precautions to protect the confidential information obtained pursuant to this agreement from unauthorized disclosure. Both agencies receiving data will conduct oversight of its users with access to the confidential information provided under this agreement and will immediately notify the FTB's Information Security Audit Unit (SecurityAuditMail@ftb.ca.gov) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, immediately is defined as within 24 hours of the discovery of the breach. The notification must describe the incident in detail and identify responsible personnel (name, title, and contact information). The City (or County) with an incident will comply with the incident reporting requirements in accordance with R&TC Section 19542.1, Civil Code Section 1798.29, SAM Chapter 5300, and SAM Section 20080 to facilitate or fulfill the required reporting to the taxpayers or state oversight agencies.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

6. **INFORMATION SECURITY:** Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this agreement. The City (or County) receiving data will store information so that it is physically secure from unauthorized access. The records received by the City (or County) will be securely maintained and accessible only by employees of the City (or County) business license or tax programs who are committed to protect the data from unauthorized access, use, or disclosure. All FTB electronic data must be encrypted when in transit using FIPS 140-2 approved encryption technology and be password protected and secure at all times when in storage. Confidential information obtained from the FTB must be secured in accordance with the State Administrative Manual, Chapters 5100 (EDP Standards) and 5300 (Information Security); National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate); and additional security requirements provided by FTB.
7. **CLOUD COMPUTING ENVIRONMENT:** A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior written approval from FTB's Chief Security Officer.
8. **DESTRUCTION OF RECORDS:** All records received by the City (or County) y from FTB, and any database(s) created, copies made, or files attributed to the records received, will be returned or destroyed within three years of receipt or upon termination of the agreement due to a breach of its terms, whichever occurs earlier. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained. The City (or County) will notify FTB City/County Business Tax program manager annually in writing at FTBCCBT@FTB.CA.GOV that proper destruction methods have been applied. FTB will destroy city/county data in accordance with the department's data retention policies.
9. **DISPUTE RESOLUTION:** In the event of a dispute, the City (or County) shall file a "Notice of Dispute" with the Chief Financial Officer of the FTB within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Financial Officer or his/her designee shall meet with the City (or County) for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
10. **SAFEGUARD REVIEW QUESTIONNAIRE AND REVIEW:** Prior to sending data to the City (or County), FTB requires the City (or County) to submit a Safeguard Review Questionnaire certifying the protection and confidentiality of FTB data. The City (or County) will be provided a minimum of seven (7) days' notice prior to an on-site safeguard review being conducted by FTB. FTB retains the right to conduct on-site safeguard reviews of the City (or County) use of FTB information and security controls established. The safeguard reviews may include, but are not limited to an examination of the adequacy of information security controls, "need to know," and use justifications established by the City (or County) to ensure compliance with the terms and conditions of this agreement. The City (or County) will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.
11. **LIMITED WARRANTY:** Neither party represents or warrants the accuracy or content of the material available through this agreement, nor each expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.

State of California
Franchise Tax Board

City of Stanton
Agreement #49758

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

12. CANCELLATION: Either party may terminate this agreement, in writing for any reason, upon thirty (30) days' prior written notice. This agreement may be terminated immediately by either party in the event of any breach of the terms of this agreement.
13. NO THIRD PARTY LIABILITY: Nothing contained in or related to this agreement shall create any contractual relationship between either of the Parties and any other party, except between FTB and the City (or County); and no other party shall relieve the City (or County) or FTB of its responsibilities and obligations hereunder. Each of the parties agrees to be fully responsible for the acts and omissions of its third party contractors and agents, and of persons either directly or indirectly employed by the party. Neither of the parties shall have any obligation to pay, or to see to the payment of, any monies to any party or persons either directly or indirectly employed by the other.

EXHIBIT E
CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with zeros.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with zeros.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company
OWNER'S LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S MIDDLE INITIAL	46	46	1	AN	May be left blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER AND STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP CODE	169	177	9	AN	Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with zeros.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit date (MMDDYYYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if unknown or still in business.

State of California
Franchise Tax Board

City of Stanton
Agreement #49758

EXHIBIT E
CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
CITY BUSINESS TAX NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	197	202	6	N	Enter the two- to six-digit NAICS code. Left justify. (example 99 will be 9900). Fill unused fields with zeros.
STANDARD INDUSTRIAL CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

State of California
Franchise Tax Board

City of Stanton
Agreement #49758

EXHIBIT F
FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS (FTB 909A)

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business entity tax record.
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	Principal Business Activity code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g., ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation.
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

State of California
Franchise Tax Board

City of Stanton
Agreement #49758

**EXHIBIT G
CONFIDENTIALITY STATEMENT (FTB 712)**

State of California

Franchise Tax Board

City/County Business Tax Program Confidentiality Statement

Confidential tax data is protected from disclosure by law, regulation, and policy. Information security is strictly enforced; violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax data is in the best interest of the city, county, and state.

As a city/county employee, you are required to protect all information received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access or inspect tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have a need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential tax data in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws including, but not limited to, California Revenue and Taxation Code Sections 19542 and 19552 and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- **State criminal action.**
- **Taxpayer civil action.**

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.

Name (print)

Jarad L. Hildenbrand

Signature

Date

06/30/2020

Each city/county employee accessing FTB data must retain a signed copy of this form and provide it to FTB upon request.

FTB 712 (REV 06-2016)

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: July 14, 2020

SUBJECT: RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL AND APPROPRIATION OF FUNDS

REPORT IN BRIEF:

The attached Resolution makes changes to the Position Classification Manual by adding the job classification of Outreach Coordinator. Staff is also requesting an appropriation of funds for the establishment of this 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. 2020-39 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 and adopt the updated Salary Schedule effective July 14, 2020; and
4. Approve an appropriation of \$83,175 from the City's General Fund reserves (Fund 101).

ANALYSIS AND JUSTIFICATION:

As part of the North Orange County Service Planning Area ("North SPA"), the City worked collectively and partnered with the other 12 North Orange County cities to find suitable locations for multiple shelters to provide homeless neighbors in the region with needed services. After months of extensive discussions, two locations were proposed—one in Buena Park, and the other in Placentia. The Placentia Navigation Center opened on March 31, 2020 and the Buena Park Navigation Center opened recently on Monday, June 29, 2020. The navigation centers will be key steps in guiding homeless individuals

to a planned housing pathway by increasing access to a shelter with sustainable housing and tenancy skills. As these navigation centers begin to accept residents into temporary housing, the City will need to continue to frequently perform outreach and case management to individuals deemed homeless residents of Stanton.

Staff evaluated the current staffing level of the Public Safety Services Department and recommends the addition of a new full-time Outreach Coordinator. This position is critical and will be dedicated to homeless outreach efforts. The purpose of the Outreach Coordinator will be to perform outreach and case management to individuals deemed experiencing street homelessness in Stanton, engaging clients to intervention services and linking appropriate resources to community based organizations and government agencies. The City currently has a partnership with City Net, a team of nonprofit professionals who work to end street-level homelessness in a city or region through the coordination of community efforts and activities. This new position will be in addition to and work collaboratively with City Net on coordinating housing options through street outreach.

The resolution amending the Position Classification can be found as Attachment 1. The adjustments to the Position Classification Manual can be found as Exhibit A. The job description for the new classification can be found as Exhibit B. The updated salary schedule can be found as Exhibit C.

FISCAL IMPACT:

This position is not included in the City's Fiscal Year 2020/21 Adopted Budget. Staff is requesting an appropriation of \$83,175 from General Fund Reserves (Fund 101) to establish and fund a full-time Outreach Coordinator.

ENVIRONMENTAL IMPACT:

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

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:

s/ Cynthia Guzman

Cynthia Guzman
HR/Risk Management Analyst

Approved by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

1. Resolution No. 2020-39

Attachment A

RESOLUTION NO. 2020-39

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. 2020-19 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.
4. The Salary Schedule attached as Exhibit “C” to this Resolution is hereby adopted.

ADOPTED, SIGNED AND APPROVED this 14th day of July, 2020.

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. 2020-39 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT “A”

Pursuant to Resolution 2020-39, the following position classification and associated salary range and description are added or modified in the Position Classification Manual:

<u>POSITION – NEW CLASSIFICATION</u>	<u>SALARY RANGE</u>
Insert: Outreach Coordinator	16

EXHIBIT “B”

CITY OF STANTON

Job Title: **Outreach Coordinator**

Department: Public Safety Services

Salary Range: 16

Reports to: Public Safety Services Director

SUMMARY DESCRIPTION

The purpose of this position is to perform outreach and case management to individuals deemed experiencing street homelessness in Stanton, engaging clients to intervention services and linking appropriate resources to community based organizations and government agencies. The primary purpose of this position is to coordinate housing options through street outreach.

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.

- Provide strength-based outreach to encourage people experiencing homelessness to engage in available services; explain and reinforce services and resources available to persons needing special assistance, including social, health or other programs that offer resources and provide services to the homeless.
- Establish and maintain effective and positive working relationships with clients through frequent/multiple visits to foster support and encourage participation in programs, housing, paraprofessional counseling and case management services.
- Develop and maintain collaborative working relationships with various public and private service agencies, community groups, and the faith-based community to obtain services for clients and stay abreast of new trends and practices in community outreach.
- Assess client needs and characteristics; identify short-term and long-term needs, provide resources and referrals based on the client needs and coordinate service delivery plans.
- Identify and provide recommendations to clients, personnel and partnering agencies regarding ongoing support services to meet client needs and ensure that clients are receiving the most appropriate form of care and/or support; assist in accessing and obtaining services; instruct clients how to self-assess and access services.
- Educate community stakeholders regarding the street outreach network available resources.
- Processes applications or registration forms for services; may complete client demographic logs and other statistical information.

- Gather and document various types of data to better understand client needs and assess client eligibility for community resources; enter data into the Homeless Management Information System (HMIS) and the Coordinated Entry System (CES).
- Maintain log of daily activities and complete simple reports and other forms.
- Attend community meetings, project updates, and case management meetings as needed.
- Research community resources that benefit homeless individuals and enhance services provided by community program.
- May assist in coordination of outreach activities.
- Use a computer to perform job-related tasks.

Additional Tasks and Responsibilities:

- Perform other duties as assigned.
-

KNOWLEDGE REQUIRED

- Community resources and public assistance benefits for at-risk populations in the City of Stanton.
 - Principles and techniques of interviewing and paraprofessional counseling.
 - Networking approaches to identify client relevant support services.
 - Modern office methods, practices, procedures and equipment.
 - Principles and practices of effective communication and conflict resolution.
 - Basic techniques of record keeping.
 - Safe driving principles and practices.
-

ABILITIES/SKILLS

- Use persuasion and conflict management skills in dealing with those contacted in the course of performing assigned duties.
- Communicate effectively with persons displaying psychological and substance-induced behaviors such as depression, anger and confusion.
- Communicate orally and sufficiently to secure information from clients, convey information on services available and to make referrals to services needed.
- Work independently, be flexible, adapt, and manage multiple assignments in a fast-paced environment.
- Work effectively with a wide variety of people and populations by consistently exercising tact, good judgment, and a proactive, problem-solving focused style.
- Deescalate and resolve conflict effectively.
- Excellent professional boundaries
- Operate a computer; document and record information electronically and in written format; maintain reports, logs and files; write clean and concise reports.
- Understand and follow oral and written instructions.

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

EXPERIENCE/TRAINING/EDUCATION

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

- Three years of applicable work experience providing case management, counseling, social services or working with the homeless.
 - Equivalent to a Bachelor's degree from an accredited college or university with major course work in psychology, counseling, human services, sociology, social work or a related field.
-

LICENSE/CERTIFICATE

- Possession of, or ability to obtain, a 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.
 - Occasional pushing, pulling, dragging and lifting office items weighing 25 lbs.
 - Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
 - Willingness to work variable hours including 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.
 - Exposure to outdoor conditions and inclement weather.
 - Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.
-

The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals

with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

EXHIBIT "C"

City of Stanton Monthly Salary Schedule Effective 7/14/2020

<u>RANGE NO.</u>	STEP	<u>POSITION/MONTHLY SALARY</u>					
		A	B	C	D	E	F
1A		13.00	13.65	14.33	15.04	15.80	16.59
		2253	2365	2483	2608	2738	2875
		<i>Intern</i>					
1		<i>Park Ranger</i>					
		<i>Recreation Leader</i>					
		17.50	18.38	19.30	20.26	21.27	22.34
2		3034	3185	3345	3512	3687	3872
		<i>Administrative Clerk</i>					
		<i>Facilities Maintenance Worker I</i>					
5		<i>Senior Recreation Leader</i>					
		17.94	18.84	19.78	20.77	21.81	22.90
		3109	3265	3428	3600	3780	3969
8		<i>Code Enforcement Technician</i>					
		19.32	20.28	21.30	22.36	23.48	24.66
		3349	3516	3692	3876	4070	4274
10		<i>Senior Administrative Clerk</i>					
		20.80	21.84	22.94	24.08	25.29	26.55
		3606	3786	3976	4174	4383	4602
12		<i>Facilities Maintenance Worker II</i>					
		21.86	22.95	24.10	25.30	26.57	27.90
		3789	3978	4177	4386	4605	4835
13		<i>Departmental Assistant</i>					
		<i>Parking Control/Code Enforcement Specialist</i>					
		<i>Permit Technician</i>					
12		22.96	24.11	25.32	26.58	27.91	29.31
		3980	4179	4388	4608	4838	5080
		<i>Business License Specialist</i>					
13		<i>Planning Technician</i>					
		23.54	24.71	25.95	27.25	28.61	30.04
		4080	4284	4498	4723	4959	5207
		<i>Senior Facilities Maintenance Worker</i>					

RANGE NO.**STEP****POSITION/MONTHLY SALARY****A B C D E F**

16	25.35	26.62	27.95	29.34	30.81	32.35
	4394	4613	4844	5086	5340	5607
	<i>Administrative Services Coordinator</i> <i>Community Services Coordinator</i> <i>Outreach Coordinator</i>					
18	26.63	27.96	29.36	30.83	32.37	33.99
	4616	4847	5089	5344	5611	5891
	<i>Building Inspector</i> <i>Engineering Assistant</i>					
19	27.30	28.66	30.09	31.60	33.18	34.84
	4731	4968	5216	5477	5751	6039
	<i>Administrative Services Supervisor</i> <i>Code Enforcement Officer</i> <i>Senior Accounting Technician</i>					
21	28.68	30.11	31.62	33.20	34.86	36.60
	4971	5220	5480	5755	6042	6344
	<i>Assistant Planner</i> <i>Economic Development Specialist</i> <i>Housing Specialist</i> <i>Information Technology Specialist</i>					
22	29.40	30.87	32.41	34.03	35.73	37.52
	5095	5350	5618	5898	6193	6503
	<i>Accountant</i>					
26	32.45	34.07	35.77	37.56	39.44	41.41
	5624	5905	6201	6511	6836	7178
	<i>Associate Engineer</i> <i>Associate Planner</i> <i>Code Enforcement/Parking Control Supervisor</i> <i>Community Services Supervisor</i> <i>Facilities Maintenance Supervisor</i> <i>Housing Associate</i> <i>Human Resources/Risk Management Analyst</i>					
33	38.57	40.50	42.52	44.65	46.88	49.23
	6685	7020	7371	7739	8126	8532
	<i>Civil Engineer</i> <i>Senior Planner</i>					

<u>RANGE NO.</u>	STEP	<u>POSITION/MONTHLY SALARY</u>					
		A	B	C	D	E	F
35		40.52	42.55	44.68	46.91	49.26	51.72
		7024	7375	7744	8131	8538	8964
		<i>Accounting Manager</i>					
		<i>Administrative Services Manager</i>					
		<i>Assistant to the City Manager</i>					
		<i>Building Official</i>					
		<i>City Clerk</i>					
		<i>Community Services Manager</i>					
43		49.37	51.84	54.43	57.15	60.01	63.01
		8558	8986	9435	9907	10402	10922
		<i>Assistant City Engineer</i>					
		58.69	61.62	64.70	67.94	71.34	74.90
		10173	10681	11215	11776	12365	12983
		<i>Administrative Services Director</i>					
		<i>Community & Economic Development Director</i>					
		<i>Community Services Director</i>					
50		63.20	66.36	69.68	73.16	76.82	80.66
		10995	11503	12078	12682	13316	13981
		<i>Assistant City Manager</i>					

The annual salary for the City Manager is \$180,360.00 (\$15,030.00/mo.) effective 3/18/2019.
The monthly salary for City Council Members is \$850 effective 3/5/2017.

Revision Dates:	11/28/2012
	03/10/2015
	05/12/2015
	03/05/2017
	04/25/2017
	06/27/2017
	09/12/2017
	02/27/2018
	04/25/2018
	06/12/2018
	09/11/2018
	03/18/2019
	09/24/2019
	11/12/2019
	01/01/2020

03/24/2020
06/09/2020
07/14/2020

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 14, 2020

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH DAVISFARR LLP

REPORT IN BRIEF:

Requested is the authorization to allow the Mayor to enter into a Professional Services Agreement in an amount not to exceed \$50,000 with DavisFarr LLP. This contract will provide access to DavisFarr's administrative support staff and expertise across a wide array of accounting matters.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b); and
2. Waive the competitive bidding requirements in the City's purchasing policy for this procurement; and
3. Approve and Authorize the Mayor to execute a Professional Services Agreement in an amount not to exceed \$50,000 with DavisFarr LLP for accounting consultant services.

BACKGROUND:

The City's current Accounting Manager will be retiring after fifteen years with the City and her last day will be on July 23, 2020. Due to the Accounting Manager position becoming vacant, it has become necessary to utilize contract accounting services in order to maintain current workload and customer service levels while the recruitment is conducted. Staff researched and solicited feedback from a number of cities and has identified DavisFarr as a possible consultant. DavisFarr has provided consulting and staffing services to a variety of federal, state and local governments, nonprofit organizations and commercial entities for over 40 years. The term of the contract will be until November 30, 2020, or until services are deemed no longer necessary. Staff is requesting that City Council waive the competitive bidding requirement in the City's purchasing policy for this procurement. A formal RFP process could not be conducted

due to the time constraints to identify a qualified firm and candidate to start while the current Accounting Manager is still at the City allowing for a smoother transition.

ANALYSIS/JUSTIFICATION:

DavisFarr LLP has an excellent reputation for providing cost effective professional, accounting consultant services to cities. They are able to offer an Accounting Manager that can perform a variety of professional and technical duties in support of various accounting and finance department operations and activities. Utilizing DavisFarr's services is an efficient and effective response to meet the City's current needs. The contract Accounting Manager professional consultant services will be performed pursuant to the hourly rate set forth in the professional services agreement.

FISCAL IMPACT:

The cost of the contract is offset by salary savings from the vacant position.

ENVIRONMENTAL IMPACT:

The activity is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b).

LEGAL REVIEW:

The Professional Services Agreement is the City's model contract that has been approved to form.

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

- 4. Ensure Fiscal Stability and Efficiency in Governance
- 6. Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared by:

Approved by:

s/ Cynthia Guzman

s/ Jarad L. Hildenbrand

Cynthia Guzman
HR/Risk Management Analyst

Jarad L. Hildenbrand
City Manager

Attachments:

- 1. Professional Services Agreement

Attachment A

CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ACCOUNTING CONSULTING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of July, 2020, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **DAVIS FARR LLP**, a LIMITED LIABILITY PARTNERSHIP, with its principal place of business at **2301 Dupont Drive, Suite 200, Irvine, CA 92612** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the professional accounting services project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from Effective Date to November 30, 2020, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates Marc Davis, or his or her designee, to act as its representative for the performance of this Agreement

("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to

commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed FIFTY THOUSAND DOLLARS (\$50,000) ("Total Compensation") without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the

commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

DavisFarr LLP
2301 Dupont Drive, Suite 200
Irvine, CA 92612

Attn: Marc Davis

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Jarad Hildenbrand, City Manager

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

3.5.6 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]


IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this ____ day of July 2020.

CITY OF STANTON

DAVIS FARR LLP

By: _____

Mayor

By:  _____
Name: Marcus D. Davis
Title: Partner

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Provide the City of Stanton with accounting consulting services to meet the City’s accounting workload demands. The accounting consultant will provide the following services, at the direction of the Finance Director, including, without limitation:

- Year end closing entries/including preparing schedules for the City’s annual audit
- Month end closing entries, including the monthly bank reconciliations
- Reviewing and posting cash receipt batches
- Reviewing the bi-weekly payroll
- Assisting with implementation for budget software
- Assisting with implementation of project management module for our Finance system.

EXHIBIT “B”

SCHEDULE OF SERVICES

The accounting consultant is expected to be available up to 30 hours per week throughout the term of the Agreement during regular City of Stanton business hours. The specific amount of hours the accounting consultant is expected to work during each week shall be mutually agreed to by the contract accounting consultant and the Finance Director.

EXHIBIT “C”

COMPENSATION

DavisFarr Certified Public Accountants will perform consulting services at a rate of ninety (\$90) per hour.

Item: 10A

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 14, 2020

SUBJECT: ADOPT A RESOLUTION TO AMEND RESOLUTION NO. 2018-19 TO ADD CONSULTANT COST RECOVERY FEES FOR CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN AND CALIFORNIA ENVIRONMENTAL QUALITY ACT CLASS 32 TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES (RESOLUTION NO. 2020-33)

REPORT IN BRIEF:

The City has initiated and assessed cost recovery for consultant review and document preparation services for developer-initiated entitlement to include the following:

1. In accordance with the City's General Plan, Community Design Element, Action CD1.2.2(e), for Crime Prevention Through Environmental Design ("CPTED") and
2. In accordance with the California Environmental Quality Act ("CEQA") Section 15332 In-Fill Development Projects.

In accordance with the City's adopted policy, consultant cost recovery fees incurred as part of developer-initiated entitlement review and document preparation shall be passed on to applicants as applicable.

RECOMMENDED ACTION:

1. City Council conduct the public hearing; and
2. Find that this item is statutorily exempt from 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
3. Adopt Resolution No. 2020-33, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING RESOLUTION NO. 2018-19 AND ADDING

CONSULTANT COST RECOVERY FEES FOR CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED) AND CALIFORNIA ENVIRONMENTAL QUALITY ACT CLASS 32 TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES.”

BACKGROUND/ANALYSIS:

The City has a policy as to the recovery of costs from developer-initiated entitlement projects. Therefore, staff is recommending the adoption of cost recovery fees for consultant services as part of the entitlement review process.

Crime Prevention Through Environmental Design

As part of the City’s General Plan Community Design Element, goals and policies are established to enhance the visual image and livability of the City. The goal of the Element is also to encourage and protect investment in the City by ensuring the highest level of quality in the design and re-design of the City’s physical form. Specifically, Action CD1.2.2(e), states “Develop a Crime Prevention Through Environmental Design Task Force”.

CPTED is one method of addressing crime prevention through defensible space planning. CPTED techniques look to incorporate four key considerations into site planning and architectural design through territoriality (patterned behavior), natural surveillance, activity support, and access control. In order to incorporate these standards into new development projects, City staff enlisted the services of a consultant to perform CPTED review, comments/corrections, and conditions of approval for new development projects. The incorporation of these measures is intended to ensure the safety and livability of these new development projects.

Environmental Review - Class 32, Categorical Exemption

The City fee schedule currently lists “Environmental – Categorical Exempt Notice (\$75)” for filing the notice of exemption and “Mitigated Negative Declaration Preparation (Consultant Costs)”. However, it does not list Class 32 or general environmental peer review and document preparation. Staff recently required the preparation of a Class 32 exemption analysis for several new projects. These fees were reimbursed by the applicant through the entitlement deposit for the review process. However, since many entitlement projects are processed through a fee for review and qualify for the Class 32 analysis, it is appropriate to add the consultant fee recovery cost to the fee schedule. This will ensure future cost recovery for consultant costs incurred.

FISCAL IMPACT:

No fiscal impacts are anticipated since consultant fees will be recovered through the developer-initiated entitlement review process.

ENVIRONMENTAL IMPACT:

Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply in that the action is not a project and is exempt from CEQA under Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment) because the adoption of fees is an administrative activity that will not directly or indirectly have a physical change in the environment. Therefore, the proposed ordinance is statutorily exempt from CEQA.

LEGAL REVIEW:

The City Attorney approved the resolution as to form.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

PUBLIC NOTIFICATION:

The City has made available to the public, at least 10 days prior to the date of this meeting, data supporting the fees, and notice of this meeting has been mailed to all interested persons that have requested such notice at least 14 days prior to the date of this meeting.

Prepared by:



Amy Stonich
City Planner

Approved by:



Jarad L. Hildenbrand
City Manager**Attachment:**

A. Resolution No. 2020-33

RESOLUTION NO. 2020-33**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING RESOLUTION NO. 2018-19 TO ADD CONSULTANT COST RECOVERY FEES FOR CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED) AND CALIFORNIA ENVIRONMENTAL QUALITY ACT CLASS 32 TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES**

WHEREAS, on May 11, 1993, the City Council adopted Ordinance No. 743 establishing a policy as to the recovery of costs and the percentage of costs to be recovered from users of City services and directing staff as to the methodology for implementing said Ordinance. On June 13, 2017, the City Council adopted Resolution 2017-15 revising those fees and charges at a public hearing that was held. On June 12, 2018, the City Council adopted Resolution No. 2018-19 revising the schedule of fees and charges for City services. On June 9, 2020, the City Council adopted Resolution No. 2020-21 which amended Resolution No. 2018-19 to add an initial commercial cannabis business permit fee and renewal commercial cannabis business permit fee; and

WHEREAS, the City has initiated and assessed costs for consultant review and document preparation services for planning entitlement cost recovery in accordance with the City's General Plan, Community Design Element, Action CD1.2.2(e), for Crime Prevention Through Environmental Design ("CPTED"); and

WHEREAS, the City has initiated and assessed costs for consultant review and document preparation services for planning entitlement cost recovery in accordance with the California Environmental Quality Act ("CEQA") Section 15332 In-Fill Development Projects; and

WHEREAS, the City has established a policy of recovering the full costs reasonably borne of providing special services of a limited nature such that general taxes are not diverted from general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, in accordance with Government Code section 66016, the City has made available to the public, at least 10 days prior to the date of this meeting, data supporting the Fees, and notice of this meeting has been mailed to all interested persons that have requested such notice at least 14 days prior to the date of this meeting; and

WHEREAS, on July 14, 2020, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the adoption of the fees in this Resolution; and

WHEREAS, the City Council now wishes to modify the section titled "Community Development Fees" of the City's Schedule of Fees and Charges for City Services to add such fees (Exhibit A) to the schedule based on the projected costs reasonably borne for these special services; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

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

SECTION 1: The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2: The City Council finds that the adoption of this Resolution is statutorily exempt from 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) because the adoption of fees is an administrative activity that will not directly or indirectly have a physical change in the environment.

SECTION 3: The City Council hereby adopts consultant cost recovery fees for Crime Prevention Through Environmental Design (“CPTED”) and California Environmental Quality Act (“CEQA”) Section 15332 In-Fill Development Projects as show in Exhibit A. The City’s Schedule of Fees and Charges for City Services shall be updated to reflect the fees set forth in the “Community Development Fees” listed in Exhibit A. The City’s various departments shall require payment of these fees when applicable, and the Finance Department shall collect these fees.

SECTION 4: The City Council finds and determines that:

(a) The Fees established by this resolution:

(1) are imposed for a specific government service provided directly to the payor, or for reasonable regulatory costs of the City for issuing licenses and permits, performing investigations, inspections, and administrative enforcement of the City’s Municipal Code or other rules or ordinances;

(2) are no more than necessary to cover the reasonable costs of the governmental activity for which the Fee is imposed; and

(3) the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity for which the Fee is imposed; and

(b) The Fees are not taxes within the meaning of California Constitution article XIII C, section 1(e).

SECTION 5. If any section, subsection, clause or phrase in this resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this resolution or the application of such provision to other

persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

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

ADOPTED, SIGNED AND APPROVED this 14th day of July, 2020.

DAVID SHAWVER
MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

ATTEST:

I, Patricia Vazquez City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-33 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ
CITY CLERK

CITY OF STANTON
FEES AND CHARGES
COMMUNITY DEVELOPMENT FEES
EFFECTIVE JULY 1, 2020

Fee Description	% Of Recovery	Current Fee	Fully Burdened Cost	Fee	Comments
Planning Commission Agenda/Minute Mailing Service	50%	65	120	60	Plus postage
Preliminary Plan Review	100%	1,510	1,875	1,875	
Tentative Parcel Map Review	100%	1,985	2,500	2,500	
Tentative Tract Map Review	100%	2,985	3,730	3,730	
Lot Line Adjustment Review	100%	1,240	1,535	1,535	
Site Plan Amendment - Minor	100%	610	820	820	
Development Agreement (DA) Review	100%	5,285	7,440	7,440	Deposit/FBHR
Conditional Use Permit	100%	2,290	2,485	2,485	
Conditional Use Permit Amendment	100%	910	1,080	1,080	
Precise Plan of Development	100%	2,685	3,070	3,070	
Minor Precise Plan of Design (Adm)	100%	1,050	1,050	1,050	
Minor Precise Plan of Design (Rm+)	100%	625	785	785	
Provisional User Permit	100%	1,590	1,720	1,720	
Special Events Permit Review	100%	105	180	180	
Tenant Improvement Plan Review	100%	95	90	90	
Room Additions/Patios	100%	55	160	160	
Fencing Permit	100%	30	35	35	
Temporary Use Review	100%	225	250	250	
Variance Review by Planning Commission	100%	2,060	2,450	2,450	
Relocation Review & Inspection	100%	1,255	1,420	1,420	
Zone Change Review	100%	2,415	2,645	2,645	
General Plan Maintenance Surcharge	100%	70	105	105	Surcharge
General Plan Amendment Review	100%	3,330	4,000	4,000	
Land Use Determination	100%	320	365	365	
Zoning Code Amendment Review	100%	3,090	3,595	3,595	
Condominium Conversion Review	100%	4,425	4,765	4,765	
Annexation Processing	100%	14,400	16,050	16,050	Deposit/FBHR
Zoning Confirmation Letter	100%	290	285	285	
Environmental - Categorical Exempt Notice	100%	40	75	75	
Environmental - Negative Declaration - Staff Preparation	100%	1,525	2,030	2,030	
Environmental Impact Report Staff Review	100%	3,975	4,505	4,505	
Fish & Game Fee Admin (\$50 to County)	100%	60	75	75	
Mitigated Negative Declaration Preparation	100%	-	-	-	Consultant costs
Mitigated Negative Declaration Staff Review	100%	2,435	2,750	2,750	
Mitigation Monitoring - Construction	100%	1,770	1,925	1,925	Deposit/FBHR - Inspections hourly
Mitigation Monitoring - Annual Maintenance	100%	590	630	630	Deposit/FBHR - Inspections hourly
Processing of Appeal to Planning Commission	100%	1,135	1,210	1,210	\$0 if Appeal Granted
Processing Appeal to City Council	100%	1,565	2,185	2,185	\$0 if Appeal Granted
Landscape Review Fee	100%	400	400	400	
Landscape Plan Check	100%	330	325	325	
Landscape Inspection	100%	210	220	220	
Home Occupation Permit	100%	75	75	75	
Home Occupation Use Permit	100%	160	185	185	
Temporary Sign Review & Inspection	100%	120	155	155	Deposit/FBHR
Sign Program Review	100%	390	455	455	
Sign Permit	100%	150	160	160	
Sign Face Change Fee	100%	55	50	50	
Special License - Adult Entertainment	100%	1,085	1,160	1,160	
Banner Permit	100%	25	60	60	
Annual Advertising Permit	100%	25	60	60	
Special Event Permit Amendment	100%	25	60	60	
Change of Address	100%	65	90	90	
Time Extension Review	100%	410	490	490	
Building Demolition Review & Inspection	100%	230	260	260	
Final Parcel Map Check	100%	2,615	2,840	2,840	
Final Tract Map Check	100%	4,700	4,930	4,930	
Building Board of Appeal	100%	725	855	855	
Building Plan Review	100%	105	115	115	Plus Deposit for Plan check
Building Plan Revision Review	100%	70	75	75	FBHR + Direct Costs
Building Inspection - Permit Issuance	100%	65	70	70	Permit Issuance
Plan Check Extension	100%	45	50	50	
Building Permit Extension	100%	45	50	50	
Special Inspection/Re-inspection	100%	45	50	50	+ Direct Costs
Miscellaneous Plan Check Review	100%	20	20	20	
Investigation for Compliance	100%	50	55	55	

**CITY OF STANTON
FEES AND CHARGES
COMMUNITY DEVELOPMENT FEES
EFFECTIVE JULY 1, 2020**

Fee Description	% Of Recovery	Current Fee	Fully Burdened Cost	Fee	Comments
Temporary Certificate of Occupancy	100%	285	340	340	
Scanning of Building Plans/Permits	100%	1	3	2	Per Sheet
Adult-Oriented Live Entertainer	76%	43	56	43	Plus cost of approved live scan
Adult-Oriented Live Entertainer Renewal	65%	21	33	21	Plus cost of DOJ background check
General Plan Map Amendment	100%	-	-	-	Consultant costs
Zoning Map Amendment	100%	-	-	-	Consultant costs
Specific Plan Amendment	100%	-	-	-	Consultant costs
Minor Conditional Use Permit	100%	1,220	1,315	1,315	
Interpretation or Similar Use Determination	100%	305	310	310	
Reasonable Accommodations	100%	150	150	150	
Minor Variances	100%	535	540	540	
Zoning Clearance	100%	250	260	260	
Deposit - City Attorney Review	100%	1,000	-	1,000	At fully burdened hourly rates
Determination of Public Convenience or Necessity	100%	150	150	150	
Amendments to Approved Projects	100%	770	780	780	
Massage Establishment Amortization Fee	100%	2055	440	440	
Massage Establishment User Fee	100%	435	1,525	1,525	
Commercial Cannabis Business Permit Fee (New Application)	100%	0	2,600	2,600	
Commercial Cannabis Business Permit Fee (Renewal)	100%	0	1,015	1,015	
Crime Prevention Through Environmental Design	100%	-	-	-	Consultant costs
California Environmental Quality Act Class 32	100%	-	-	-	Consultant costs

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: JULY 14, 2020

SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO ESTABLISH A BUSINESS TAX RATE FOR COMMERCIAL CANNABIS BUSINESSES (RESOLUTION NO. 2020-34); A RESOLUTION TO AMEND THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES TO ADD COMMERCIAL CANNABIS BUSINESS PERMIT FEE AND RENEWAL COMMERCIAL CANNABIS BUSINESS PERMIT FEES (RESOLUTION NO. 2020-21); A RESOLUTION ESTABLISHING THE MAXIMUM NUMBER OF EACH TYPE OF COMMERCIAL CANNABIS BUSINESSES THAT ARE PERMITTED TO OPERATE AT ONE TIME IN THE CITY (RESOLUTION NO. 2020-35) AND A RESOLUTION ESTABLISHING A POLICY REGARDING CONTACT BETWEEN CANNABIS BUSINESS PERMIT APPLICANTS AND CITY OFFICIALS/APPOINTEES (RESOLUTION NO. 2020-36)

REPORT IN BRIEF:

The City has initiated an amendment to the Municipal Code to modify regulations pertaining to the regulation of Commercial Cannabis Businesses. Specifically, the City Council adopted an ordinance adding Chapter 5.77 *Commercial Cannabis Businesses* and amending portions of Section 20.220.020.A *Allowed Land Uses*, Table 2-7 to permit and regulate Commercial Cannabis Business uses and permit processing fees.

As part of the implementation plan for Commercial Cannabis Businesses, it is necessary to establish the following:

1. The tax rate for commercial cannabis businesses,
2. A commercial cannabis business permit fee and renewal fee,
3. The maximum number of each type of commercial cannabis businesses that may be permitted to operate at one time in the City, and
4. A policy regarding contact between cannabis business permit applicants and City officials/appointees.

RECOMMENDED ACTION:

1. City Council conduct the public hearing; and
2. 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
3. Adopt Resolution No. 2020-34, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, SETTING THE INITIAL TAX RATES FOR COMMERCIAL CANNABIS BUSINESSES"; and

4. Adopt Resolution No. 2020-21, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING AN INITIAL COMMERCIAL CANNABIS BUSINESS PERMIT FEE AND RENEWAL COMMERCIAL CANNABIS BUSINESS PERMIT FEE TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES"; and

5. Adopt Resolution No. 2020-35, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING THE MAXIMUM NUMBER OF EACH TYPE OF COMMERCIAL CANNABIS BUSINESSES THAT MAY OPERATE AT ONE TIME IN THE CITY"; and

6. Adopt Resolution No. 2020-36, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING A POLICY REGARDING CONTACT BETWEEN COMMERCIAL CANNABIS BUSINESS PERMIT APPLICANTS AND CITY OFFICIALS/APPOINTEES FOR COMMERCIAL CANNABIS BUSINESSES."

BACKGROUND:

On November 5, 2019, the City Council adopted Ordinance No. 1091 adding Chapter 5.76 to Title 5 of the Stanton Municipal Code establishing a tax on cannabis businesses operating within the City of Stanton. However, the tax rate amount was not set at that time.

On June 23, 2020, the City Council adopted Ordinance 1100 adding Chapter 5.77 *Commercial Cannabis Businesses* to Title 5 of the Stanton Municipal Code and amending Title 20 (Zoning), Section 20.220.020.A *Allowed Land Uses*, Table 2-7 to

permit and regulate Commercial Cannabis Business uses. As part of the implementation plan for Commercial Cannabis Businesses (“CCB”), it is necessary to establish the cannabis business permit fee and renewal fee, the maximum number of each type of commercial cannabis businesses that may be permitted to operate at one time in the City, and a policy regarding contact between cannabis business permit applicants and City officials/appointees.

ANALYSIS/JUSTIFICATION:

Tax Rate

A measure proposing to tax future cannabis businesses was on the ballot for Stanton voters on November 5, 2019. It was approved by the people. Measure A authorizes the City Council to set the actual rates by resolution up to the following maximum rates:

- Cultivation/Nursery – \$12 per square foot of canopy space, whether using artificial or natural light, or a combination thereof, subject to annual increase in 2023 by the Consumer Price Index (CPI);
- Testing – 2.5% of gross receipts from such activity;
- Retail Sales/Delivery – 6% of gross receipts from such activity;
- Distribution – 3% of gross receipts from such activity;
- Manufacturing/Processing – 4% of gross receipts from such activity.

As proposed, Resolution No. 2020-34 establishes the tax rates at the maximum amount.

Initial Permit Fee and Renewal Permit Fee

In accordance with the City’s adopted policy, fees incurred as part of staff review and document preparation shall be passed on to applicants as applicable recovery fees. In order to determine the cost of these fees, staff conducted an assessment of time spent, and applied the hourly rate to determine the initial permit and renewal fees for CCB. The resulting fees were \$2,600 for the initial fee and \$1,015 for annual renewals. The fee assessment is attached for reference (Attachment E).

Maximum Number of Each Type

The maximum number of each type of commercial cannabis businesses that may operate at one time in the City was established by the Cannabis Ad Hoc Committee (“Cannabis Committee”) which was formed to consider implementation practices. Applicants proposing to establish any of the permitted types of CCB uses must obtain a Commercial Cannabis Business Permit. These Applicants must first go through an extensive background and application review process. Approved Applicants who complete the background, applicant review process, and rank among the top four for each permit type are allowed to proceed through the process.

Policy Regarding Contact Between Commercial Cannabis Business Permit Applicants and City Officials/Appointees

Since the allocation of CCB permits will be highly competitive and potentially very lucrative for the selected applicants, a merit based approach was adopted for allocating the CCB Permits in each category. This approach was adopted in an effort to obtain high quality cannabis businesses that also meet a variety of City objectives and values. This process provides a level playing field for all applicants, because all applicants will receive the same information in advance (the application and weighting criteria will be available in advance of the 30-day application period, and a public meeting will be held to answer any questions about the application and weighting criteria). Providing all applicants with the same information in advance, and having their submitted applications reviewed by an independent application evaluation committee, insures an open, transparent, and fair process that is not influenced by individuals who may profit from the new commercial cannabis businesses in the City.

If applicants are allowed to meet with the application evaluation committee members, they may receive additional information that other applicants are not privy. Ultimately, these meetings could allow applicants to influence the individuals that will ultimately be reviewing/scoring their applications and approving their licenses.

In order to maintain a fair, transparent, and open application process that is equal to all, staff is recommending that the City Council adopt a practice that: (1) prohibits all contact between cannabis business license applicants (or their representatives) and the cannabis application evaluation committee members and (2) prohibits City Council or Planning Commission members from contacting application evaluation committee members. Adopting this policy practice will insure that all applications are reviewed by the cannabis application evaluation committee without any prior prejudices that may occur from their contact with applicants. It will also provide a "level playing field" for all applicants, because each applicant will be provided the same information from the City.

FISCAL IMPACT:

The revenue impact of adopting this ordinance is not included in the City's Fiscal Year 2020-21 Proposed Budget because the amount of revenue is undeterminable at this time. Staff will monitor the activity and adjust the General Fund's revenue estimates as needed when the Mid-Year Budget Review is presented in February 2021.

ENVIRONMENTAL IMPACT:

Under California Business and Professions Code section 26055, subdivision (h), California Environmental Quality Act (CEQA) "does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity." These Resolutions, taxes and fees do not, by themselves, authorize any commercial activity; rather, any future permits to engage in commercial cannabis activity would be subject to discretionary review, environmental review under CEQA,

and discretionary approval. For the foregoing reasons, these Resolutions are statutorily exempt from CEQA.

LEGAL REVIEW:

The agenda item has been reviewed and approved by the City Attorney.


STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:



Amy Stonich, AICP
City Planner

Approved by:



Jarad L. Hildenbrand
City Manager

Attachments:

- A. Resolution No. 2020-34
- B. Resolution No. 2020-21
- C. Resolution No. 2020-35
- D. Resolution No. 2020-36
- E. Cost Recovery Fee Assessment

Attachment A

RESOLUTION NO. 2020-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, SETTING THE INITIAL TAX RATES FOR COMMERCIAL CANNABIS BUSINESSES

WHEREAS, on July 23, 2019 the City Council approved Resolution No. 2019-30 to submit to the voters the taxation of cannabis and hemp businesses (Measure A); and

WHEREAS, on November 5, 2019, in a general election, Measure A was passed by a majority vote of the People, approving the maximum tax rates on cannabis businesses and authorized the City Council to set the actual tax rates, provided that the rates did not exceed the voter approved maximum rates; and

WHEREAS, on June 23, 2020, the City Council adopted Ordinance 1100 adding Chapter 5.77 *Commercial Cannabis Businesses* to Title 5 of the Stanton Municipal Code and amend Title 20 (Zoning), section 20.220.020.A *Allowed Land Uses*, Table 2-7 to permit and regulate Commercial Cannabis Business uses; and

WHEREAS, pursuant to Stanton Municipal Code section 5.76.050 the City Council may, by resolution or ordinance establish the initial rate of cannabis business tax, medicinal business tax, cannabis business tax on hemp or hemp products; and

WHEREAS, pursuant to Stanton Municipal Code section 5.76.050(C)(1) the maximum rate of the cannabis business tax for persons engaged in commercial cannabis cultivation, including the cultivation of industrial hemp shall be twelve dollars (\$12.00) per square foot of canopy space in a (i) facility that uses exclusively artificial lighting; (ii) facility that uses a combination of natural and supplemental artificial lighting, (iii) facility that uses no artificial lighting, and (iv) any nursery; and

WHEREAS, pursuant to Stanton Municipal Code section 5.76.050(C)(2) the maximum tax for persons engaged in the operation of a testing laboratory for cannabis, cannabis products, industrial hemp and/or industrial hemp products shall not exceed two and one-half percent (2.5%) of gross receipts; and

WHEREAS, pursuant to Stanton Municipal Code section 5.76.050(C)(3) the maximum tax for persons engaged in industrial hemp products, including as a retailer (dispensary) or non-storefront retailer (retail delivery business), or microbusiness, shall not exceed six percent (6%) of gross receipts; and

WHEREAS, pursuant to Stanton Municipal Code section 5.76.050(C)(4) the maximum tax for persons engaged in distribution of cannabis, cannabis products, industrial hemp and/or industrial hemp products, shall not exceed three percent (3%) of gross receipts; and

WHEREAS, pursuant to Stanton Municipal Code section 5.76.050(C)(5) the maximum tax for persons engaged in manufacturing or processing of cannabis, cannabis products, industrial hemp and/or industrial hemp products, or any other type of cannabis business

not described in Section 5.76.50 (C) (1), (2), (3), or (4) shall not exceed four percent (4%) of gross receipts; and

WHEREAS, as allowed by Proposition 218, Municipal Code Chapter 5.76 further provides that the City Council may impose the tax detailed above at a lower rate without a vote of the People; and

WHEREAS, the City desires to set the initial tax rates for cannabis businesses operating within the City by Resolution; and

WHEREAS, on July 14, 2020, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the adoption of the taxes in this Resolution; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

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

SECTION 1: The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2: The City Council finds that the adoption of this Resolution is statutorily exempt from CEQA under California Business and Professions Code section 26055, subdivision (h). Section 26055 provides that CEQA “does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity.” The City Council finds that Section 26055 statutorily exempts this Resolution because the Resolution does not, by , authorize any commercial activity; rather, any future permits to engage in commercial cannabis activity would be subject to discretionary review, environmental review under CEQA, and discretionary approval. For the foregoing reasons, this Resolution is statutorily exempt from CEQA.

SECTION 3: The City Council hereby sets the initial tax rates for cannabis businesses operating within the City as follows:

A. The rate of the cannabis business tax for persons engaged in commercial cannabis cultivation, including the cultivation of industrial hemp shall be twelve dollars (\$12.00) per square foot of canopy space in a facility that uses exclusively artificial lighting.

B. The rate of the cannabis business tax for persons engaged in commercial cannabis cultivation, including the cultivation of industrial hemp shall be twelve dollars (\$12.00) per square of canopy space in a facility that uses a combination of natural and supplemental artificial lighting.

C. The rate of the cannabis business tax for persons engaged in commercial cannabis cultivation, including the cultivation of industrial hemp shall be twelve dollars

(\$12.00) per square foot of canopy space in a facility that uses no artificial lighting.

D. The rate of the cannabis business tax for persons engaged in commercial cannabis cultivation, including the cultivation of industrial hemp shall be twelve dollars (\$12.00) per square foot of canopy space in any nursery.

E. The rate of the tax for persons engaged in the operation of a testing laboratory for cannabis, cannabis products, industrial hemp and/or industrial hemp products shall be two and one-half percent (2.5%) of gross receipts.

F. The rate of the tax for persons engaged in industrial hemp products, including as a retailer (dispensary) or non-storefront retailer (retail delivery business), or microbusiness, shall be six percent (6%) of gross receipts.

G. The rate of the tax for persons engaged in distribution of cannabis, cannabis products, industrial hemp and/or industrial hemp products, shall be three percent (3%) of gross receipts.

H. The rate of the tax for persons engaged in manufacturing or processing of cannabis, cannabis products, industrial hemp and/or industrial hemp products, or any other type of cannabis business not described in Section 5.74.50 (C) (1), (2), (3), or (4) shall be four percent (4%) of gross receipts; and

SECTION 4: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 5: Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

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

ADOPTED, SIGNED AND APPROVED this 14th day of July, 2020.

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. 2020-34 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

Attachment B

RESOLUTION NO. 2020-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING AN INITIAL COMMERCIAL CANNABIS BUSINESS PERMIT FEE AND RENEWAL COMMERCIAL CANNABIS BUSINESS PERMIT FEE TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES

WHEREAS, on July 23, 2019 the City Council approved Resolution No. 2019-30 to submit to the voters the taxation of cannabis and hemp businesses (Measure A); and

WHEREAS, on November 5, 2019, in a general election, Measure A was passed by a majority vote of the People, approving the maximum tax rates on cannabis businesses and authorized the City Council to set the actual tax rates, provided that the rates did not exceed the voter approved maximum rates; and

WHEREAS, on June 23, 2020, the City Council adopted Ordinance 1100 adding Chapter 5.77 Commercial Cannabis Businesses to Title 5 of the Stanton Municipal Code and amend Title 20 (Zoning), section 20.220.020.A Allowed Land Uses, Table 2-7 to permit and regulate Commercial Cannabis Business uses; and

WHEREAS, in an effort to encourage compliance with the City's regulations and streamline the permitting process for businesses that conduct cannabis activities within the City, the City desires to create an initial commercial cannabis business permit application fee and annual commercial cannabis business permit renewal application fee; and

WHEREAS, the City has conducted an analysis of the costs reasonably borne to process an initial commercial cannabis business permit application and an annual commercial cannabis business permit renewal application; and

WHEREAS, the City has established a policy of recovering the full costs reasonably borne of providing special services of a limited nature such that general taxes are not diverted from general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, it is the intention of the City Council to modify the section titled "Community Development Fees" of the City's Schedule of Fees and Charges for City Services to add such fees (Exhibit A) to the schedule based on the projected costs reasonably borne for these special services; and

WHEREAS, pursuant to those various sections of the California Government Code which require that specific fees to be charged for services must be adopted by the City Council by Resolution, after providing noticing and holding a public hearing; and

WHEREAS, on July 14, 2020, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the adoption of the fees in this Resolution; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

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

SECTION 1: The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2: The City Council finds that the adoption of this Resolution is statutorily exempt from CEQA under California Business and Professions Code section 26055, subdivision (h). Section 26055 provides that CEQA “does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity.” The City Council finds that Section 26055 statutorily exempts this Resolution because the Resolution and fees contemplated in it do not, by themselves, authorize any commercial activity; rather, any future permits to engage in commercial cannabis activity would be subject to discretionary review, environmental review under CEQA, and discretionary approval. For the foregoing reasons, this Resolution is statutorily exempt from CEQA.

SECTION 3: The City’s Schedule of Fees and Charges for City Services shall be updated to reflect the fees set forth in the “Community Development Fees” listed in Exhibit A. The City’s various departments shall require payment of these fees when applicable, and the Finance Department shall collect these fees.”

SECTION 4: Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

SECTION 5: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of July, 2020.

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. 2020-21 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

**CITY OF STANTON
FEES AND CHARGES
COMMUNITY DEVELOPMENT FEES
EFFECTIVE JULY 1, 2020**

Exhibit A

Attachment B

Fee Description	% Of Recovery	Current Fee	Fully Burdened Cost	Fee	Comments
Planning Commission Agenda/Minute Mailing Service	50%	65	120	60	Plus postage
Preliminary Plan Review	100%	1,510	1,875	1,875	
Tentative Parcel Map Review	100%	1,985	2,500	2,500	
Tentative Tract Map Review	100%	2,985	3,730	3,730	
Lot Line Adjustment Review	100%	1,240	1,535	1,535	
Site Plan Amendment - Minor	100%	610	820	820	
Development Agreement (DA) Review	100%	5,285	7,440	7,440	Deposit/FBHR
Conditional Use Permit	100%	2,290	2,485	2,485	
Conditional Use Permit Amendment	100%	910	1,080	1,080	
Precise Plan of Development	100%	2,685	3,070	3,070	
Minor Precise Plan of Design (Adm)	100%	1,050	1,050	1,050	
Minor Precise Plan of Design (Rm+)	100%	625	785	785	
Provisional User Permit	100%	1,590	1,720	1,720	
Special Events Permit Review	100%	105	180	180	
Tenant Improvement Plan Review	100%	95	90	90	
Room Additions/Patios	100%	55	160	160	
Fencing Permit	100%	30	35	35	
Temporary Use Review	100%	225	250	250	
Variance Review by Planning Commission	100%	2,060	2,450	2,450	
Relocation Review & Inspection	100%	1,255	1,420	1,420	
Zone Change Review	100%	2,415	2,645	2,645	
General Plan Maintenance Surcharge	100%	70	105	105	Surcharge
General Plan Amendment Review	100%	3,330	4,000	4,000	
Land Use Determination	100%	320	365	365	
Zoning Code Amendment Review	100%	3,090	3,595	3,595	
Condominium Conversion Review	100%	4,425	4,765	4,765	
Annexation Processing	100%	14,400	16,050	16,050	Deposit/FBHR
Zoning Confirmation Letter	100%	290	285	285	
Environmental - Categorical Exempt Notice	100%	40	75	75	
Environmental - Negative Declaration - Staff Preparation	100%	1,525	2,030	2,030	
Environmental Impact Report Staff Review	100%	3,975	4,505	4,505	
Fish & Game Fee Admin (\$50 to County)	100%	60	75	75	
Mitigated Negative Declaration Preparation	100%	-	-	-	Consultant costs
Mitigated Negative Declaration Staff Review	100%	2,435	2,750	2,750	
Mitigation Monitoring - Construction	100%	1,770	1,925	1,925	Deposit/FBHR - Inspections hourly
Mitigation Monitoring - Annual Maintenance	100%	590	630	630	Deposit/FBHR - Inspections hourly
Processing of Appeal to Planning Commission	100%	1,135	1,210	1,210	\$0 if Appeal Granted
Processing Appeal to City Council	100%	1,565	2,185	2,185	\$0 if Appeal Granted
Landscape Review Fee	100%	400	400	400	
Landscape Plan Check	100%	330	325	325	
Landscape Inspection	100%	210	220	220	
Home Occupation Permit	100%	75	75	75	
Home Occupation Use Permit	100%	160	185	185	
Temporary Sign Review & Inspection	100%	120	155	155	Deposit/FBHR
Sign Program Review	100%	390	455	455	
Sign Permit	100%	150	160	160	
Sign Face Change Fee	100%	55	50	50	
Special License - Adult Entertainment	100%	1,085	1,160	1,160	
Banner Permit	100%	25	60	60	
Annual Advertising Permit	100%	25	60	60	
Special Event Permit Amendment	100%	25	60	60	
Change of Address	100%	65	90	90	
Time Extension Review	100%	410	490	490	
Building Demolition Review & Inspection	100%	230	260	260	
Final Parcel Map Check	100%	2,615	2,840	2,840	
Final Tract Map Check	100%	4,700	4,930	4,930	
Building Board of Appeal	100%	725	855	855	
Building Plan Review	100%	105	115	115	Plus Deposit for Plan check
Building Plan Revision Review	100%	70	75	75	FBHR + Direct Costs
Building Inspection - Permit Issuance	100%	65	70	70	Permit Issuance
Plan Check Extension	100%	45	50	50	
Building Permit Extension	100%	45	50	50	

**CITY OF STANTON
FEES AND CHARGES
COMMUNITY DEVELOPMENT FEES
EFFECTIVE JULY 1, 2020**

Attachment B

Fee Description	% Of Recovery	Current Fee	Fully Burdened Cost	Fee	Comments
Special Inspection/Re-inspection	100%	45	50	50	+ Direct Costs
Miscellaneous Plan Check Review	100%	20	20	20	
Investigation for Compliance	100%	50	55	55	
Temporary Certificate of Occupancy	100%	285	340	340	
Scanning of Building Plans/Permits	100%	1	3	2	Per Sheet
Adult-Oriented Live Entertainer	76%	43	56	43	vendor & DOJ background check
Adult-Oriented Live Entertainer Renewal	65%	21	33	21	if required due to changed
General Plan Map Amendment	100%	-	-	-	Consultant costs
Zoning Map Amendment	100%	-	-	-	Consultant costs
Specific Plan Amendment	100%	-	-	-	Consultant costs
Minor Conditional Use Permit	100%	1,220	1,315	1,315	
Interpretation or Similar Use Determination	100%	305	310	310	
Reasonable Accommodations	100%	150	150	150	
Minor Variances	100%	535	540	540	
Zoning Clearance	100%	250	260	260	
Deposit - City Attorney Review	100%	1,000	-	1,000	At fully burdened hourly rates
Determination of Public Convenience or Necessity	100%	150	150	150	
Amendments to Approved Projects	100%	770	780	780	
Massage Establishment Amortization Fee	100%	2055	440	440	
Massage Establishment User Fee	100%	435	1,525	1,525	
Commercial Cannabis Business Permit Fee (New Application)	100%	0	2,600	2,600	
Commercial Cannabis Business Permit Fee (Renewal)	100%	0	1,015	1,015	
Commercial Cannabis Business Application Deposit	100%	0	-	100,000	Applicant Deposit

Attachment C

RESOLUTION NO. 2020-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING THE MAXIMUM NUMBER OF EACH TYPE OF COMMERCIAL CANNABIS BUSINESSES THAT MAY OPERATE AT ONE TIME IN THE CITY

WHEREAS, on July 23, 2019 the City Council approved Resolution No. 2019-30 to submit to the voters the taxation of cannabis and hemp businesses (Measure A); and

WHEREAS, on November 5, 2019, in a general election, Measure A was passed by a majority vote of the People, approving the maximum tax rates on cannabis businesses and authorized the City Council to set the actual tax rates, provided that the rates did not exceed the voter approved maximum rates; and

WHEREAS, on June 23, 2020, the City Council adopted Ordinance 1100 adding Chapter 5.77 *Commercial Cannabis Businesses* to Title 5 of the Stanton Municipal Code and amend Title 20 (Zoning), section 20.220.020.A *Allowed Land Uses*, Table 2-7 to permit and regulate Commercial Cannabis Business uses; and

WHEREAS, pursuant to Stanton Municipal Code section 5.77.040 (B), the City Council desires to set by resolution the maximum number of each type of commercial cannabis businesses that may be permitted to operate at one time in the City; and

WHEREAS, on July 14, 2020, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the adoption of this Resolution; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

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

SECTION 1: The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2: The City Council finds that the adoption of this Resolution is statutorily exempt from CEQA under California Business and Professions Code section 26055, subdivision (h). Section 26055 provides that CEQA “does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity.” The City Council finds that Section 26055 statutorily exempts this Resolution because this Resolution does not authorize any commercial activity; rather, any future permits to engage in commercial cannabis activity would be subject to discretionary review, environmental review under CEQA, and discretionary approval. For the foregoing reasons, this Resolution is statutorily exempt from CEQA.

SECTION 3: The City Council hereby sets the maximum number of each type of commercial cannabis businesses that may be permitted to operate at one time in the City as follows:

- A. **Cultivation** shall be limited to four (4) Cultivation uses.
- B. **Distributor** shall be limited to four (4) Distributor uses.
- C. **Distributor – Transport Only** shall be limited to four (4) Distributor – Transport Only uses.
- D. **Manufacturing** shall be limited to four (4) Manufacturing uses.
- E. **Retailer – Non-Storefront (Delivery)** shall be limited to four (4) Retailer – Non-Storefront (Delivery) uses.
- F. **Retailer (Storefront Sales)** shall be limited to four (4) Retailer (Storefront Sales) uses.
- G. **Testing Laboratory** shall be limited to four (4) Testing Laboratory uses.

SECTION 4: Effective Date of Resolution. This Resolution shall go into full force and effect upon the effective date of Ordinance No. 1100, which pertains to regulations and zoning standards relating to commercial cannabis businesses Chapter 5.77 (Commercial Cannabis Businesses) and amends Title 20 (Zoning) of the Stanton Municipal Code, if Ordinance No. 1100 does not go into effect then this Resolution shall become null and void and be of no further force and effect.

SECTION 5: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of July, 2020.

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. 2020-35 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

Attachment D

RESOLUTION NO. 2020-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING A POLICY REGARDING CONTACT BETWEEN COMMERCIAL CANNABIS BUSINESS PERMIT APPLICANTS AND CITY OFFICIALS/APPOINTEES FOR COMMERCIAL CANNABIS BUSINESSES

WHEREAS, on July 23, 2019 the City Council approved Resolution No. 2019-30 to submit to the voters the taxation of cannabis and hemp businesses (Measure A); and

WHEREAS, on November 5, 2019, in a general election, Measure A was passed by a majority vote of the People, approving the maximum tax rates on cannabis businesses and authorized the City Council to set the actual tax rates, provided that the rates did not exceed the voter approved maximum rates; and

WHEREAS, on June 23, 2020, the City Council adopted Ordinance 1100 adding Chapter 5.77 *Commercial Cannabis Businesses* to Title 5 of the Stanton Municipal Code and amend Title 20 (Zoning), section 20.220.020.A *Allowed Land Uses*, Table 2-7 to permit and regulate Commercial Cannabis Business uses; and

WHEREAS, the Cannabis Application Evaluation Committee is made up of three members of City Staff representing Police Services, Code Enforcement and Planning Divisions; and

WHEREAS, the City desires to establish a policy and practice that prohibits all contact between commercial cannabis business permit applicants (or their representatives) and members of the Cannabis Application Evaluation Committee; and

WHEREAS, the City desires to establish a policy and practice that prohibits City Council or Planning Commission members from contacting Application Evaluation Committee members regarding commercial cannabis business permit applications; and

WHEREAS, on July 14, 2020, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the adoption of the fees in this Resolution; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

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

SECTION 1: The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2: The City Council finds that the adoption of this Resolution is statutorily exempt from CEQA under California Business and Professions Code section 26055, subdivision (h). Section 26055 provides that CEQA “does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and

approval of permits, licenses, or other authorizations to engage in commercial cannabis activity.” The City Council finds that Section 26055 statutorily exempts this Resolution because the Resolution does not authorize any commercial activity; rather, any future permits to engage in commercial cannabis activity would be subject to discretionary review, environmental review under CEQA, and discretionary approval. For the foregoing reasons, this Resolution is statutorily exempt from CEQA.

SECTION 3: In order to create a fair and equitable selection of qualified commercial cannabis business permit applicants, the City Council hereby prohibits, prior to any formal decision by the Cannabis Application Evaluation Committee on the cannabis business permit application, all contact between commercial cannabis business permit applicants or their representatives or designees and members of the Cannabis Application Evaluation Committee. If the City Manager finds and determines that this policy has been violated, then the commercial cannabis business permit application shall be denied pursuant to Section 5.77.080 for failure to comply with this local regulation.

SECTION 4: In order to create a fair and equitable selection of qualified commercial cannabis business permit applicants, the City Council hereby prohibits City Council members or Planning Commission members from contacting or having communication with Cannabis Application Evaluation Committee members regarding commercial cannabis business permits except during a duly noticed public hearing.

SECTION 5: This Resolution shall go into full force and effect upon the effective date of Ordinance No. 1100, which pertains to regulations and zoning standards relating to commercial cannabis businesses Chapter 5.77 (Commercial Cannabis Businesses) and amends Title 20 (Zoning) of the Stanton Municipal Code, if Ordinance No. 1100 does not go into effect then this Resolution shall become null and void and be of no further force and effect.

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

ADOPTED, SIGNED AND APPROVED this 14th day of July, 2020.

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. 2020-36 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 14, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

Attachment E

Cannabis Business Permit (initial)

	Hourly Rate	Time (hr)	Cost
Independent Panel			
Lt. Wilson/Police Services	\$ 198.15	2.00	\$ 396.30
Planner	\$ 80.18	2.00	\$ 160.36
Code Enforcement Officer	\$ 56.74	2.00	\$ 113.48
Review Permit Application/Documents			
Planning Specialist	\$ 47.74	1.00	\$ 47.74
Departmental Assistant	\$ 45.44	1.50	\$ 68.16
City Attorney	\$ 271.00	3.00	\$ 813.00
Community Development Director	\$ 121.99	2.00	\$ 243.98
City Manager	\$ 141.22	0.75	\$ 105.92
Contract Planner	\$ 145.00	3.00	\$ 435.00
Criminal Records Check on Site by OCSD (Investigator Rate)	\$ 160.96	1	\$ 160.96
Code Enforcement Officer	\$ 56.74	1	\$ 56.74

PROPOSED FEE-INITIAL PERMIT \$ 2,600

Cannabis Business Permit (renewal)

Time (hr)	Cost
1.00	\$ 47.74
1.50	\$ 68.16
0.50	\$ 135.50
1.50	\$ 182.99
0.50	\$ 70.61
2.00	\$ 290.00 comparing initial app to renew
1.00	\$ 160.96
1.00	\$ 56.74 site visit

PROPOSED FEE-RENEWAL \$ 1,013

Cannabis Refundable Deposit Per Applicaton \$ 100,000

*** Hourly rates are based on Step F for each position + employee benefit rates per the City's Fiscal Year 2020-21 Proposed Budget. A 10% overhead rate was added for City staff positions.)*

City Council Item 15D

***“CITY COUNCIL INITIATED ITEM —
DISCUSSION REGARDING BANNING THE USE
OF SAFE AND SANE FIREWORKS WITHIN
THE CITY OF STANTON”***

City Council Initiated Item.
(This item does not contain a staff report)