



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, NOVEMBER 10, 2020 - 6:30 P.M.**

**SAFETY ALERT – NOTICE REGARDING COVID-19**

The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation. Pursuant to the provisions of the Governor’s Executive Orders N-25-20 and N-29-20 the November 10, 2020, Joint Regular City Council Meeting will be held telephonically.

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. To that end, out of an abundance of caution the City of Stanton is eliminating in-person public participation. Members of the public wishing to access the meeting will be able to do so telephonically.

**In order to join the meeting via telephone please follow the steps below:**

1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
2. Dial in the following **Meeting ID: (889 2263 2003)** to be connected to the meeting.

**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](mailto: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, November 10, 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 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](http://www.ci.stanton.ca.us).*

1.     **CLOSED SESSION**                                 **None.**
  
2.     **CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**
  
3.     **PLEDGE OF ALLEGIANCE**
  
4.     **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
  
5.     **SPECIAL PRESENTATIONS AND AWARDS**                                 **None.**
  
6.     **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**

- 6A. 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.

- 6B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated October 9, 2020 – October 22, 2020, in the amount of \$1,360,036.92.

- 6C. APPROVAL OF MINUTES**

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – October 27, 2020.

- 6D. SEPTEMBER 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of September 30, 2020, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTION:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2020.

**6E. RESOLUTION APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

Pursuant to the Political Reform Act (the "Act"), the City Council directed staff to: (1) conduct a review of the City Conflict of Interest Code (the "Code") to determine if a change in the Code was necessary; (2) File a biennial notice regarding the results of the review no later than the required deadline; (3) revise the Code if necessary based upon such review; and (4) submit the amended Code to the City Council for adoption and approval, in accordance with Section 87303 of the Act.

During the review process, staff found that amendments to the City's Conflict of Interest Code are necessary. A redline version of the proposed amended Code is attached.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve and adopt Resolution No. 2020-47 entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974".**

**6F. REQUEST FROM PRIOR SERVICE SECURITY TO OPERATE AS PRIVATE PATROL OPERATOR LOCATED AT 1100 TOWN AND COUNTRY ROAD, SUITE 1250, ORANGE, CALIFORNIA 92868**

Prior Service Security has applied for Private Patrol Operator status for a future commercial cannabis business location within the city limits. Chapter 5 of the Stanton Municipal Code requires that Detective agencies and merchant police activities obtain City Council approval.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the application of Prior Service Security for Private Patrol Operator status and authorize the issuance of a business license permit.



**6G. AWARD OF CONSTRUCTION CONTRACT FOR THE 2020 SEWER REPLACEMENT PROJECT TO GRBCON BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The six (6) bids received for the 2020 Sewer Replacement Project were opened on October 12, 2020. Based on the post-bid analysis, staff recommends the bid submitted by GRBCON to be responsible and responsive.

The construction cost for the Sewer Condition Improvement Project is estimated at \$239,158.80, which includes a 10-percent contingency and 10-percent for construction management services.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approve the plans and specifications for the 2020 Sewer Replacement Project; and
3. Award a construction contract for the 2020 Sewer Replacement Project to the lowest responsible bidder, GRBCON, Inc., for the amount of \$199,299.00; and
4. Authorize the City Manager to bind the City of Stanton and GRBCON, Inc. in a contract for the construction of the 2020 Sewer Replacement Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

**END OF CONSENT CALENDAR**

**7. PUBLIC HEARINGS                      None.**

**8. UNFINISHED BUSINESS**

**8A. APPROVAL OF ORDINANCE NO. 1106**

This Ordinance was introduced at the regular City Council meeting of October 27, 2020.

**RECOMMENDED ACTION:**

1. City Clerk read the title of Ordinance No. 1106, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONE CHANGE ZC 20-02 TO AMEND THE CITY’S ZONING MAP FROM CG, COMMERCIAL GENERAL TO RH, HIGH DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 7161 KATELLA AVENUE”; and**

2. City Council adopt Ordinance No. 1106.

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

**9. NEW BUSINESS                      None.**

**10. 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 or on a particular item may do so by submitting their comments via E-Mail to [pvazquez@ci.stanton.ca.us](mailto:pvazquez@ci.stanton.ca.us) with the subject line “PUBLIC COMMENT ITEM #” (*insert the item number relevant to your comment*) or “PUBLIC COMMENT NON-AGENDA ITEM #”. Comments received by 5:00 p.m. 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

**11. WRITTEN COMMUNICATIONS**                      **None.**

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

**12A. 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.

**12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING**

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

**12C. 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.**

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

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

**14A. ORANGE COUNTY FIRE AUTHORITY**

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

**15. 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 5<sup>th</sup> day of November, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

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## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

October 9, 2020 - October 22, 2020

|                             |                 |    |              |
|-----------------------------|-----------------|----|--------------|
| Electronic Transaction Nos. | 1183 - 1200     | \$ | 1,075,481.63 |
| Check Nos.                  | 132885 - 132931 | \$ | 284,555.29   |

|       |    |              |
|-------|----|--------------|
| TOTAL | \$ | 1,360,036.92 |
|-------|----|--------------|

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  
JOINT REGULAR MEETING OCTOBER 27, 2020**

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

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

**2. 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.

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

**4. CLOSED SESSION**

The members of the Stanton City Council/Stanton Housing Authority of the City of Stanton proceeded to closed session at 6:01 p.m. for discussion regarding:

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

Title: Stanton Chief of Police

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

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

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 6:01 to 6:11 p.m.

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

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## 6. 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.

## 7. PLEDGE OF ALLEGIANCE

Led by Council Member Rigoberto A. Ramirez.

## 8. SPECIAL PRESENTATIONS AND AWARDS

**8A.** Presentation by Ms. Lora Young, Director of Communications with the Orange County Mosquito and Vector Control District sharing their mission with the City Council and providing information on their current operations.

**8B.** The City Council virtually presented Certificates of Recognition, honoring the 2020 Citizens' Academy participants for completion of the four-week community and leadership development program.

The City Council expressed their gratitude to the participants who have successfully completed the 2020 Stanton Citizens' Academy and further expressed their hopefulness that each of the City's participants had attained the knowledge and skills of City government which may be applied to future civic and community commitments by service on our advisory boards, committees or other opportunities to assist the City in enhancing the quality of life within our community.

| <b>2020 Citizens' Academy Participants</b> |                    |
|--|--------------------|
| • Andrea Fox                               | • Lee Norgaard     |
| • Carlos Guadarrama                        | • Lorna Wells      |
| • Debi Grand                               | • Michael Vasquez  |
| • Dezi Ledesma                             | • Mylinh Ho        |
| • Hanni Phan                               | • Ray Martinez     |
| • Hoa Nguyen                               | • Sarah Ochoa      |
| • Jennifer Martinez                        | • Sean Sullivan    |
| • Jose Flores                              | • Shelby Gloudeman |
| • Jose Ortega                              | • Vince Loera      |
| • Kenneth Bloom                            |                    |

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### **9. CONSENT CALENDAR**

Motion/Second: Ramirez/Warren

|                 |   |     |
|-----------------|---|-----|
| ROLL CALL VOTE: | Council/Agency/Authority Member Ramirez | AYE |
|                 | Council/Agency/Authority Member Taylor  | AYE |
|                 | Council/Agency/Authority Member Van     | AYE |
|                 | Mayor Pro Tem/Vice Chairperson Warren   | AYE |
|                 | Mayor/Chairman Shawver                  | AYE |

Motion unanimously carried:

### **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 September 25, 2020 – October 8, 2020, in the amount of \$618,124.93.

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

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – October 13, 2020.

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### **9D. DECLARATION OF SURPLUS PROPERTY PURSUANT TO SURPLUS LAND ACT (GOV'T CODE SECTION 54220 ET. SEQ.) (SEVERAL PARCELS IN TINA-PACIFIC NEIGHBORHOOD); AUTHORIZATION FOR STAFF TO ISSUE NOTICE OF AVAILABILITY (CITY COUNCIL AND STANTON HOUSING AUTHORITY)**

On August 11, 2020, the Stanton Housing Authority (the "Authority") suspended two (2) separate but related Disposition and Development Agreements with Related/Tina Pacific I Development Co., LLC and Related/Tina Pacific II Development Co., LLC (together, the "Developer") – both of which pertained to several improved and unimproved parcels of property on Tina Way and Pacific Avenue (the "Tina-Pacific Neighborhood") within the City's limits. Some of the properties are held in the name of the City and some in the name of the Housing Authority. The City and Authority now desire to market and sell the aforementioned properties (as well as certain other properties which the City and Authority own in fee simple also in the Tina-Pacific Neighborhood) (together, the "Surplus Properties") as surplus land, pursuant to Government Code § 54220 *et seq.* (as amended by AB 1486, the "Surplus Land Act") and apply the proceeds of any and all sales to other affordable housing projects in the City.

1. The City Council and Authority Board declared the Surplus Properties to be "surplus land" as that term is defined and used in the Surplus Land Act; and
2. Authorized staff to issue a Notice of Availability, in a form substantially similar to the one attached, and follow all other procedures set forth in the Surplus Land Act; and
3. Finds that the foregoing actions are exempt from environmental review pursuant to the California Environmental Quality Act (Pub. Resources Code § 2100 *et seq.*) and State CEQA Guidelines (Cal. Code Regs. Tit. 14, §15312), which applies to the declaration and sale of surplus government property; and
4. Approved and adopted Resolution No. SHA 2020-04, which memorializes the same, entitled:

**"A JOINT RESOLUTION OF THE CITY OF STANTON, CALIFORNIA AND THE STANTON HOUSING AUTHORITY, DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT CERTAIN PARCELS OF REAL PROPERTY OWNED BY THE CITY AND CERTAIN PARCELS OWNED BY THE HOUSING AUTHORITY LOCATED IN THE TINA-PACIFIC NEIGHBORHOOD ARE SURPLUS LAND AND NOT NECESSARY FOR EITHER THE CITY'S OR THE HOUSING AUTHORITY'S USE, AUTHORIZING CITY AND AUTHORITY STAFF TO ISSUE NOTICES OF AVAILABILITY, FINDING THAT SUCH ACTIONS ARE EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS".**



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### **9E. RESOLUTION OF THE STANTON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE CDBG-CV CONTRACT DOCUMENTS**

This resolution authorizes the City Manager or designee to execute the agreement, contract and other documents required by the County of Orange for participation in the CDBG-CV program.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to CEQA guidelines (Guidelines) sections 15061(b)(3), and 15378(b)(4) or is otherwise categorically exempt pursuant to Guidelines section 15301; and
2. Adopted Resolution No. 2020-46, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT, CONTRACT DOCUMENTS, AND ANY AMENDMENTS THERETO TO SECURE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDING (CDBG-CV)".**

### **9F. RESOLUTION OF THE STANTON CITY COUNCIL APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

In 2018 voters passed Proposition 68, the \$4 billion "Parks, Environment, and Water Bond Act of 2018". A component of the proposition includes a Per Capita Grant Program. The proposed State template resolution certifies the approval of a project application before submission. The allocation for the City of Stanton, which is based on population, is \$201,976. Staff is proposing the funds be used to support renovations at Stanton Park.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to CEQA guidelines (Guidelines) sections 15061(b)(3), and 15378(b)(4) or is otherwise categorically exempt pursuant to Guidelines section 15301; and
2. Adopted Resolution No. 2020-42, approving applications for per capita grant funds, entitled:

**"RESOLUTION OF THE STANTON CITY COUNCIL OF THE CITY OF STANTON APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS".**

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### **9G. AWARD OF CONTACTLESS PLUMBING FIXTURES TO WEB STAURANT STORE TO CONVERT AND MODIFY PUBLIC FACILITIES TO MITIGATE THE TRANSMISSION OF THE CORONAVIRUS AS IT RELATES TO THE PUBLIC HEALTH ORDERS ISSUED BY FEDERAL, STATE AND LOCAL NOTICES AND TO PURCHASE WITH CORONAVIRUS RELIEF FUNDS**

As an eligible expenditure outlined in the Coronavirus Relief Fund (CRF) guidelines, City staff have identified the need to modify offices and facilities to mitigate the transmission of the Coronavirus by converting plumbing fixtures to contactless ones.

After obtaining three quotes, staff recommends that the firm Webstaurant Store be selected to provide the necessary plumbing fixtures.

1. The City Council approved the award to Webstaurant Store for contactless plumbing fixtures to assist in the process of converting and modifying city-wide public facilities to mitigate the transmission of the Coronavirus for the maximum purchase sum of \$35,000; and
2. Declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(b) – Existing facilities of both investor and publicly-owned utilities to provide electric power, natural gas, sewerage, or other public utility services; and
3. Authorized the approval to waive the City's purchasing policy of competitive bidding requirement for this procurement.

## **END OF CONSENT CALENDAR**

### **10. PUBLIC HEARINGS**

#### **10A. PUBLIC HEARING TO CONSIDER ZONE CHANGE ZC 20-02 TO AMEND THE ZONING MAP FROM CG, COMMERCIAL GENERAL TO RH, HIGH DENSITY RESIDENTIAL AND GENERAL PLAN MAP AMENDMENT GPA 20-01 TO CHANGE LAND USE DESIGNATIONS FROM GENERAL COMMERCIAL TO HIGH DENSITY RESIDENTIAL FOR THE PROPERTY LOCATED AT 7161 KATELLA AVENUE**

The City has initiated Zone Change ZC 20-02 and General Plan Map Amendment GPA 20-01 for the property located at 7161 Katella Avenue to facilitate the transition of the Stanton Inn and Suites site from a motel and emergency housing use to permanent supportive housing. The Planning Commission held a public hearing on October 7, 2020 and recommended City Council adopt Ordinance No. 1106 to amend the City's Zoning Map from CG, Commercial General to RH High Density Residential and approve Resolution No. 2020-45 a General Plan Map Amendment to change the designation from General Commercial to High Density Residential for

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the property located at 7161 Katella Avenue.

Staff report by Ms. Jennifer A. Lilley, Community & Economic Development Director.

The public hearing was open.

- The Kennedy Commission submitted an e-comment in support of the proposed zone change to amend the zoning map for the property located at 7161 Katella Avenue and stated that this permanent supportive housing project will provide much needed affordable housing. The Kennedy Commission further stated that this project will only meet a small percentage of the City's lower income housing needs and that the City must continue to review its progress towards meetings its Regional Housing Needs Allocation (RHNA).

No one else 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 conducted a public hearing; and
2. Introduced Ordinance No. 1106, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONE CHANGE ZC 20-02 TO AMEND THE CITY’S ZONING MAP FROM CG, COMMERCIAL GENERAL TO RH, HIGH DENSITY RESIDENTIAL FOR THE PROPERTY LOCATED AT 7161 KATELLA AVENUE”;** and

3. Adopted Resolution No. 2020-45 approving General Plan Map Amendment GPA 20-01 to change designation from General Commercial to High Density Residential for the property located at 7161 Katella Avenue, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING GENERAL PLAN MAP AMENDMENT GPA 20-01 TO CHANGE DESIGNATION FOR PROPERTY LOCATED AT 7161 KATELLA AVENUE FROM GENERAL COMMERCIAL TO HIGH DENSITY RESIDENTIAL”;** and

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4. Set Ordinance No. 1106 for a second reading at the next regularly scheduled City Council meeting on November 10, 2020.

**11. UNFINISHED BUSINESS** None.

**12. NEW BUSINESS**

**12A. UPDATE ON TINA-PACIFIC NEIGHBORHOOD AND AMENDMENT TO PROPERTY MANAGEMENT SERVICES CONTRACT WITH QUALITY MANAGEMENT GROUP AND APPROPRIATION OF FUNDS (STANTON HOUSING AUTHORITY)**

On June 9, 2020 the City of Stanton Housing Authority awarded a contract to Quality Management Group to provide property management services for the 31 Housing Authority-owned properties known as Tina-Pacific Neighborhood Development Plan Project (Tina-Pacific Neighborhood). They have worked diligently and would like to provide an update on their services. As anticipated in the original staff report, some items in their approved work plan were not accounted for in the contract budget and an amendment to the contract is being presented for approval. Consequently, staff is requesting an appropriation of \$186,000 from the Housing Authority Fund's (#285) available balance to fund the additional costs.

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

- Mr. Rigg noted for the record an amendment to Attachment D citing corrections to sections 5(a) and 5 (b) the "amount not to exceed \$260,000 and \$26,000.00).

Presentation by Mr. Tim Johnson, Quality Management Group.

The City Council questioned staff regarding increased costs, overview of administrative and operation costs, LED lighting, communication methods with the current residents, health and safety standards, health and safety concerns.

- Ms. Yesenia Hernandez, Community Action Partnership of Orange County, submitted an e-comment in opposition to the project expressing her concerns for the Tina / Pacific neighborhood residents and the lack of communication from both the City of Stanton and Quality Management Group pertaining to the ongoing plans for the Tina / Pacific neighborhood.
- Ms. Paula, resident, submitted an e-comment in opposition to the project expressing her concerns for the Tina / Pacific neighborhood residents and the lack of communication from both the City of Stanton and Quality Management Group pertaining to the ongoing plans for the Tina / Pacific neighborhood.
- Resident, submitted an e-comment in opposition to the project expressing her concerns for the Tina / Pacific neighborhood residents and the lack of

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communication from both the City of Stanton and Quality Management Group pertaining to the ongoing plans for the Tina / Pacific neighborhood.

- Ms. Sesilia, resident, submitted an e-comment in opposition to the project expressing her concerns for the Tina / Pacific neighborhood residents and the lack of communication from both the City of Stanton and Quality Management Group pertaining to the ongoing plans for the Tina / Pacific neighborhood.
- The Kennedy Commission, submitted an e-comment regarding their support for the Tina / Pacific neighborhood residents who have expressed their concerns for the Tina / Pacific neighborhood community and the lack of communication from both the City of Stanton and Quality Management Group pertaining to the ongoing plans for the Tina / Pacific neighborhood. The Kennedy Commission has requested for information and transparency from both the City of Stanton and Quality Management Group to be provided to the Tina / Pacific neighborhood residents pertaining to the ongoing plans for the Tina / Pacific neighborhood.

Motion/Second: Taylor/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 Stanton Housing Authority Board 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. Authorized the City Manager / Executive Director to approve a Contract Amendment for consultant services for a total amount not to exceed \$286,000 with Quality Management Group for the property management services of the Tina / Pacific Neighborhood *(as amended reported by Mr. Rigg: amendment to Attachment D citing corrections to sections 5(a) and 5 (b) the "amount not to exceed" \$260,000 and \$26,000.00)*; and
3. Approved an appropriation of \$186,000 from the Housing Authority Fund's (#285) available balance to fund the additional costs.

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### 12B. RECONSIDERATION OF COOPERATIVE FUNDING AGREEMENT BETWEEN CITY OF STANTON AND ILLUMINATION FOUNDATION FOR OPERATION OF RECUPERATIVE CARE AND NAVIGATION CENTER AT 3535 WEST COMMONWEALTH AVENUE, FULLERTON, AND HOUSING AUTHORITY BUDGET APPROPRIATION FOR HOMELESS PREVENTION AND RAPID REHOUSING

Requested is the City Council's reconsideration of the approval of its Cooperative Funding Agreement with Illumination Foundation (IF) for shelter at 3535 West Commonwealth Avenue in the City of Fullerton. The City's Outreach Coordinator began on September 1, 2020 and recommends a new approach for Stanton establishing a presence in the region's coordinated entry system.

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

Motion/Second: Van/Taylor

|                 |                        |     |
|-----------------|------------------------|-----|
| 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 declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the action is not subject to CEQA; and
2. Reconsidered and repealed the approval of the Cooperative Funding Agreement between the City of Stanton and Illumination Foundation for the Operation of a Recuperative Care and Navigation Center at 3535 W. Commonwealth Avenue, including a repeal of authorization for the City Manager or designee to execute the Cooperative Funding Agreement; and
3. Reconsidered and repealed of a \$500,000 appropriation from the Housing Authority Fund (Fund 285) related to the Cooperative Funding Agreement"; and
4. Approved the reallocation of the funding of the Outreach Coordinator position from the General Fund (#101) to the Housing Authority Fund (#285); and
5. Approved an appropriation of \$50,000 from the Housing Authority Fund's (#285) available balance to fund homeless prevention and rapid housing needs as needed.

## DRAFT

### 12C. REVIEW OF REPLACEMENT OPTIONS FOR PUBLIC WORKS TRUCKS BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

Two of the trucks utilized by Pubic Works have become inoperable and need to be either repaired or replaced. As the recent and needed repairs are quite expensive, it seems time to replace them. Staff has solicited bids for both new and used replacement vehicles and would like City Council direction as to how to proceed.

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

The City Council questioned staff regarding if these purchases qualified for the use of AQMD or park-in-lieu monies, fleet maintenance, discussed the pros and cons of purchasing new versus used vehicles, clarified that no general fund monies will be utilized, and overall costs and benefits of purchasing used versus new vehicles.

Motion/Second: Warren/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 Council declared this action is not a project per the California Environmental Quality Act; and
2. Directed staff to secure bids for two new vehicles (trucks).

## DRAFT

### 12D. PROPOSED 60-YEAR LEASE OF 11870 BEACH BOULEVARD TO JAMBOREE HOUSING CORPORATION FOR USE AS PART OF THE TAHITI MOTEL PERMANENT SUPPORTIVE HOUSING PROJECT

The attached Lease Agreement commit the City and Jamboree Housing Corporation (JHC) to a 60-year term for the City's lease of 11870 Beach Boulevard. The City's land is adjacent to JHC's Tahiti Motel Permanent Supportive Housing Project and would be used to provide additional community building space.

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

- The Kennedy Commission submitted an e-comment in support of the proposed project and stated that this permanent supportive housing project will provide much needed affordable housing. The Kennedy Commission further stated that this project will only meet a small percentage of the City's lower income housing needs and that the City must continue to review its progress towards meetings its Regional Housing Needs Allocation (RHNA).

The City Council questioned staff regarding retaining ownership, termination procedures ensuring the City's safety and protection of it's investment, and long term planning for the property once the 60 year lease comes to an end.

Motion/Second: Warren/Shawver

|                 |                        |     |
|-----------------|------------------------|-----|
| 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 declared that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and
2. Authorized the Mayor to execute the attached Option to Lease Agreement between the City of Stanton and Jamboree Housing Corporation.

13. ORAL COMMUNICATIONS – PUBLIC None.

14. WRITTEN COMMUNICATIONS None.



## **DRAFT**

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

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

- Council Member Van reported on the Orange County Public Libraries Internet Access Initiative which includes the WiFi on Wheels program, which will be hitting the road on October 27, 2020 providing the community with free WiFi access.
- Council Member Van reported on the Orange County Public Libraries Internet Access Initiative which includes lending Wi-Fi hotspots for patrons to take home to access free data.
- Mayor Shawver reported on the upcoming Annual Harry's Café Thanksgiving Dinner, which is scheduled to be held on November 26, 2020.
- Mayor Shawver reported that he is working with City Manager Jarad L. Hildenbrand in securing free face masks for distribution within each Stanton district.
- Mayor Shawver reported that he is working with the County of Orange in utilizing the Sam's Club Parking lot to host a COVID-19 testing site.
- Mayor Shawver provided the City Council with an update on the Super King Market renovation plans.
- Mayor Shawver reported on the positive feedback received for the discussion had regarding a possible dog park being constructed on the Orange County Transportation Authority property.

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

None.

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

None.

## DRAFT

### 15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CREATING A NEW FIVE-YEAR STRATEGIC PLAN FOR THE CITY

At the October 13, 2020 City Council meeting, Council Member Ramirez requested that this item be agendaized for discussion.

- Discussion regarding creating a new five-year strategic plan for the city in the following phases:
  - Receive input from city staff.
  - Create a strong community outreach campaign to engage and obtain community input (*since the city is unable to host neighborhood meetings due to the current pandemic – COVID-19*).
  - Hold a city council study session to receive city council input.
  - Establish a timeframe of 30-45 days to complete the strategic plan.

The City Council spoke regarding timeframe, obtaining a consulting firm, increased outreach efforts, and language specific outreach.

Motion: Ramirez

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

Consensus was received and the City Council directed staff to proceed with research and a staff report in creating a new five-year strategic plan.

## **DRAFT**

### **15E. CITY COUNCIL INITIATED ITEM — DISCUSSION ADDRESSING CONCERNS FROM THE CROSSPOINTE VILLAGE COMMUNITY**

At the October 13, 2020 City Council meeting, Mayor Pro Tem Warren requested that this item be agendaized for discussion.

- Discussion addressing concerns from the Crosspointe Village Community:
  - Revisit the parking study.
  - Address concerns with non-working lights.
  - Research the option to install stop signs.
  - Research the option to install crosswalk(s).

Motion: Warren

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

Consensus was received and the City Council directed staff to proceed with research and a staff report in creating a new five-year strategic plan.

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

None.

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

None.

### **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.

## **DRAFT**

- 18. ADJOURNMENT** in honor of the firefighters who are and have tirelessly worked to keep the community safe.  
Motion/Second: Shawver/  
Motion carried at 8:08 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

## CITY OF STANTON

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

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

**DATE:** November 10, 2020

**SUBJECT: SEPTEMBER 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)**

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

The Investment Report as of September 30, 2020, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

#### **RECOMMENDED ACTIONS:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2020.

#### **BACKGROUND:**

The attached reports summarize the Successor Agency investments and deposit balances as of September 2020. The Agency's cash and investment balances by fund are presented in Attachment A. The Agency's investments and deposits are included as Attachment B.

#### **ANALYSIS:**

The Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of September 2020 was 0.92%.

The Agency's investments are shown on Attachment B and have a weighted investment yield of 0.26%, which is below the benchmark LAIF return of 0.92%, as the portfolio is almost completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at September 30, 2020, is 1 day. LAIF's average maturity at September 30, 2020, is approximately 169 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's Fiscal Year 2020-21 Investment Policy.

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

**ENVIRONMENTAL IMPACT:**

None

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

s/ Michelle Bannigan

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Michelle Bannigan, CPA  
Finance Director

Approved by:

s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
CASH AND INVESTMENTS REPORT  
MONTH ENDED SEPTEMBER 30, 2020**

| Fund/<br>Account No.                              | Fund/Account Name                                | Beginning<br>Balance   | Increases            | Decreases                | Ending Balance         |
|---|--|------------------------|----------------------|--------------------------|------------------------|
| <b><u>CASH-POOLED</u></b>                         |  |                        |                      |                          |                        |
| 712-111101  | Redevelopment Obligation Retirement Fund         | \$ 1,453,924.84        | \$ -                 | \$ (6,350.00)            | \$ 1,447,574.84        |
|   | <b>Total Cash-Pooled <sup>(1)</sup></b>          | <b>\$ 1,453,924.84</b> | <b>\$ -</b>          | <b>\$ (6,350.00)</b>     | <b>\$ 1,447,574.84</b> |
| <b><u>CASH-RESTRICTED (with Fiscal Agent)</u></b> |  |                        |                      |                          |                        |
| 712-111412  | 2010 Tax Allocation Bonds                        | \$ 1,811,004.10        | \$ 1.61              | \$ (1,810,689.38)        | \$ 316.33              |
| 712-111423  | 2016 Tax Allocation Bonds, Series A and B        | 1,331,522.12           | 5.64                 | -                        | 1,331,527.76           |
| 712-111425  | 2016 Tax Allocation Bonds, Series C and D        | 1,813,887.68           | 7.68                 | -                        | 1,813,895.36           |
| 712-111426  | 2020 Tax Allocation Refunding Bonds, Series A    | -                      | 152,000.00           | (144,896.82)             | 7,103.18               |
|   | <b>Total Cash-Restricted (with Fiscal Agent)</b> | <b>\$ 4,956,413.90</b> | <b>\$ 152,014.93</b> | <b>\$ (1,955,586.20)</b> | <b>\$ 3,152,842.63</b> |
|   | <b>TOTAL CASH AND INVESTMENTS</b>                | <b>\$ 6,410,338.74</b> | <b>\$ 152,014.93</b> | <b>\$ (1,961,936.20)</b> | <b>\$ 4,600,417.47</b> |

Note:

<sup>(1)</sup> - Includes the Successor Agency's share of the City's Bank of the West checking account and Local Agency Investment Fund (LAIF)

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
MONTH ENDED SEPTEMBER 30, 2020**

| Investment Type           | Institution              | Issuer/ Broker      |  | Date of Maturity | Interest Rate |     | Cost         | Market Value | MV Source |
|---------------------------|--------------------------|---------------------|--|------------------|---------------|-----|--------------|--------------|-----------|
|                           |                          |                     |  |                  |               |     |              |              |           |
|                           |                          |                     |  |                  |               |     |              |              |           |
| LAIF and BOW General Acct | State of California/ BOW | State of California |  | On Demand        | 0.78%         | N/A | \$ 1,447,575 | \$ 1,447,575 | LAIF      |
|                           |                          |                     |  |                  |               |     |              |              |           |

MON

**Total Cash Investments and Deposits**

|                  |                  |
|------------------|------------------|
| 1                | 0.26%            |
| Weighted Average | Weighted Average |
| Maturity (days)  | Yield            |

|              |              |
|--------------|--------------|
| \$ 1,447,575 | \$ 1,447,575 |
|--------------|--------------|

Bond Funds Held by Trustees:

| Investment Type                               | Institution          | Issuer/ Broker | CUSIP Number | Date of Maturity |  | Interest Rate | Par Value | Cost | Market Value | MV Source |
|---|----------------------|----------------|--------------|------------------|--|---------------|-----------|------|--------------|-----------|
| <b>2010 Tax Allocation Bonds (Tax-Exempt)</b> |                      |                |              |                  |  |               |           |      |              |           |
| Principal:                                    |                      |                |              |                  |  |               |           |      |              |           |
| Cash Equivalent                               | US Bank Money Market | US Bank        | 9AMMF05B2    | On Demand        |  | 0.02%         | \$ 1      | \$ 1 | \$ 1         | US Bank   |
| Special Fund:                                 |                      |                |              |                  |  |               |           |      |              |           |
| Cash Equivalent                               | US Bank Money Market | US Bank        | 9AMMF05B2    | On Demand        |  | 0.02%         | 315       | 315  | 315          | US Bank   |

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$ 316 \$ 316

| Investment Type            | Institution          | Issuer/ Broker | CUSIP Number | Date of Maturity |  | Interest Rate | Par Value    | Cost         | Market Value | MV Source |
|----------------------------|----------------------|----------------|--------------|------------------|--|---------------|--------------|--------------|--------------|-----------|
| <b>2016 Series A and B</b> |                      |                |              |                  |  |               |              |              |              |           |
| Debt Service:              |                      |                |              |                  |  |               |              |              |              |           |
| Cash Equivalents           | US Bank Money Market | US Bank        | 9AMMF05B2    | On Demand        |  | 0.02%         | \$ 1,331,499 | \$ 1,331,499 | \$ 1,331,499 | US Bank   |
| Principal:                 |                      |                |              |                  |  |               |              |              |              |           |
| Cash Equivalent            | US Bank Money Market | US Bank        | 9AMMF05B2    | On Demand        |  | 0.02%         | 28           | 28           | 28           | US Bank   |
| Interest:                  |                      |                |              |                  |  |               |              |              |              |           |
| Cash Equivalent            | US Bank Money Market | US Bank        | 9AMMF05B2    | On Demand        |  | 0.02%         | 1            | 1            | 1            | US Bank   |

Total 2016 Series A and B

\$ 1,331,528 \$ 1,331,528



| Investment Type | Institution | Issuer/ Broker | CUSIP Number | Date of Maturity |  | Interest Rate | Par Value | Cost | Market Value | MV Source |
|-----------------|-------------|----------------|--------------|------------------|--|---------------|-----------|------|--------------|-----------|
|-----------------|-------------|----------------|--------------|------------------|--|---------------|-----------|------|--------------|-----------|

|                            |                      |         |           |           |  |       |              |              |              |         |
|----------------------------|----------------------|---------|-----------|-----------|--|-------|--------------|--------------|--------------|---------|
| <b>2016 Series C and D</b> |                      |         |           |           |  |       |              |              |              |         |
| Debt Service:              |                      |         |           |           |  |       |              |              |              |         |
| Cash Equivalent            | US Bank Money Market | US Bank | 9AMMF05B2 | On Demand |  | 0.02% | \$ 1,813,862 | \$ 1,813,862 | \$ 1,813,862 | US Bank |
| Interest:                  |                      |         |           |           |  |       |              |              |              |         |
| Cash Equivalent            | US Bank Money Market | US Bank | 9AMMF05B2 | On Demand |  | 0.02% | 1            | 1            | 1            | US Bank |
| Principal:                 |                      |         |           |           |  |       |              |              |              |         |
| Cash Equivalent            | US Bank Money Market | US Bank | 9AMMF05B2 | On Demand |  | 0.02% | 32           | 32           | 32           | US Bank |

Total 2016 Series C and D \$ 1,813,895 \$ 1,813,895

| Investment Type | Institution | Issuer/ Broker | CUSIP Number | Date of Maturity |  | Interest Rate | Par Value | Cost | Market Value | MV Source |
|-----------------|-------------|----------------|--------------|------------------|--|---------------|-----------|------|--------------|-----------|
|-----------------|-------------|----------------|--------------|------------------|--|---------------|-----------|------|--------------|-----------|

|  |                      |         |           |           |  |       |          |          |          |         |
|--|----------------------|---------|-----------|-----------|--|-------|----------|----------|----------|---------|
| <b>2020 Tax Allocation Refunding Bonds</b> |                      |         |           |           |  |       |          |          |          |         |
| Cost of Issuance:                          |                      |         |           |           |  |       |          |          |          |         |
| Cash Equivalent                            | US Bank Money Market | US Bank | 9AMMF05B2 | On Demand |  | 0.02% | \$ 7,103 | \$ 7,103 | \$ 7,103 | US Bank |

Total 2010 Tax Allocation Bonds (Tax-Exempt) \$ 7,103 \$ 7,103

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

**\$ 3,152,842 \$ 3,152,842**

**TOTAL - ALL CASH AND INVESTMENTS**

**\$4,600,417 \$4,600,417**

Notes:

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

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

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

**DATE:** November 10, 2020

**SUBJECT: RESOLUTION APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

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

Pursuant to the Political Reform Act (the “Act”), the City Council directed staff to: (1) conduct a review of the City Conflict of Interest Code (the “Code”) to determine if a change in the Code was necessary; (2) File a biennial notice regarding the results of the review no later than the required deadline; (3) revise the Code if necessary based upon such review; and (4) submit the amended Code to the City Council for adoption and approval, in accordance with Section 87303 of the Act.

During the review process, staff found that amendments to the City’s Conflict of Interest Code are necessary. A redline version of the proposed amended Code is attached.

#### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve and adopt Resolution No. 2020-47 entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974”.**

#### **BACKGROUND:**

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), requires all public agencies to adopt and maintain a Conflict of Interest Code. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5). The City Council is the City’s code-reviewing body. As the code-reviewing body, the City Council directed that the Code

be reviewed and, if a change in the Code was necessary, that a revised Code be prepared and submitted to the City Council for adoption and approval.

During this review, staff found that amendments to the Code are necessary to include new positions required to be designated, revise titles of existing positions, delete positions that no longer exist, revise assigned disclosure categories, clarify the meaning of investment and real property interests noted in the disclosure requirements, include information on e-filing directly with the Fair Political Practices Commission for certain filers, and include information regarding ethics training require under AB 1234.

**ANALYSIS/JUSTIFICATION:**

Subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

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).

**LEGAL REVIEW**

The City Attorney has reviewed and approved the accompanying resolution as to form.

**PUBLIC NOTIFICATION:**

Public notice for this item was publicly posted and made to each affected position as required by the Fair Political Practices Commission, and made through the regular agenda process.

**STRATEGIC PLAN COMPONENT ADDRESSED:**

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

Prepared by:

Approved by:

s/ Patricia A. Vazquez

s/ Jarad L. Hildenbrand

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Patricia A. Vazquez, City Clerk

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Jarad L. Hildenbrand, City Manager

**Attachments:**

- A. Legislative (redline) version of amended Conflict of Interest Code
- B. Resolution No. 2020-47 w/ Amended Conflict of Interest Code Attached

**LEGISLATIVE VERSION**  
**(SHOWS CHANGES MADE)**

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CITY OF STANTON**

## CONFLICT OF INTEREST CODE OF THE CITY OF STANTON

(Amended ~~September 25, 2018~~ November 12, 2020)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Stanton (the "City")**.

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, shall electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. ~~The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission.~~ The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under

the California Public Records Act. (Gov. Code § 53235.2.)

# **APPENDIX**

## **CONFLICT OF INTEREST CODE**

### **OF THE**

### **CITY OF STANTON**

(Amended ~~September 25, 2018~~ November 12, 2020)

#### **PART “A”**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3, are NOT subject to the City’s Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

#### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are Other City Officials who manage public investments<sup>1</sup>. These positions are listed here for informational purposes only.

~~Administrative Services Director/Treasurer~~  
Finance Director/Treasurer  
Investment Consultant

<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.



## **DESIGNATED POSITIONS**

### **GOVERNED BY THE CONFLICT OF INTEREST CODE**

#### **DESIGNATED POSITIONS'** **TITLE OR FUNCTION**

#### **DISCLOSURE CATEGORIES** **ASSIGNED**

|   |                |
|---|----------------|
| <u>Administrative Services Director</u>     | <u>4, 7</u>    |
| Administrative Services Manager             | 4, 7           |
| Administrative Services Supervisor          | 5, 6           |
| Assistant City Engineer                     | 2, 3, 5        |
| Assistant City Manager                      | 1, 2           |
| Assistant to the City Manager               | <u>5, 1, 2</u> |
| Associate Engineer                          | 2, 3, 5        |
| Associate Planner                           | 1, 2           |
| Building Inspector                          | 6              |
| Building Official                           | 5, 6           |
| Business License Specialist                 | 5, 6           |
| City Attorney (not filing under GC 87200)   | 1, 2           |
| City Clerk                                  | 5              |
| Civil Engineer                              | 2, 3, 5        |
| Code Enforcement Officer                    | 2, 5           |
| Code Enforcement/Parking Control Supervisor | 2, 5           |
| Community & Economic Development Director   | 2, 3, 5, 6     |

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

|   |                    |
|---|--------------------|
| Community Services Coordinator  | 5, 7               |
| Community Services Director   | 5                  |
| Community Services Manager  | 5                  |
| Community Services Supervisor   | 5                  |
| <del>Deputy City Clerk</del>  | <del>5</del>       |
| Deputy City Manager   | 1, 2               |
| Economic Development Specialist                                       | 2, 3, 5, 6         |
| Engineering Assistant   | 2, 3, 5            |
| Facilities Maintenance Supervisor                                     | 2, 5               |
| Housing <del>Authority</del> Associate                                | 2, 5, 6, 7         |
| Housing <del>Authority</del> Specialist                               | 5, 6, 7            |
| Human Resources/ <del>Specialist</del> <u>Risk Management Analyst</u> | 5                  |
| <del>Information Technology Specialist</del>                          | <del>5</del>       |
| Park Ranger   | 5                  |
| <del>Senior</del> Planner   | 1, 2               |
| Planning Manager  | 2, 3, 5, 6         |
| <del>Planning Specialist</del> <u>Assistant Planner</u>               | <del>1, 2, 3</del> |
| Public Safety Services Director                                       | 2, 5, 6            |
| Public Works Director/City Engineer                                   | 2, 3, 5, 6         |
| Public Works Manager  | 5                  |
| Recreation Leader   | 5                  |

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

|  |                 |
|--|-----------------|
| <del>Successor Agency</del> <u>Redevelopment</u> Associate | 2, 3, 5, 7      |
| <del>Youth Outreach Coordinator</del>                      | <del>5, 7</del> |

**MEMBERS OF BOARDS,**  
**COMMITTEES & COMMISSIONS**

|  |                 |
|--|-----------------|
| <del>Oversight Board of Successor Agency</del> | <del>1, 2</del> |
| Parks & Recreation Commission                  | 2, 3, 5         |
| Stanton Community Foundation                   | 1, 2            |
| Successor Agency                               | 1, 2            |

Consultants and New Positions<sup>2</sup>

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<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg. 18700.3 or in a new position created since this Code was last approved that make or participate in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code §. 82019; FPPC Regs. 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code §. 81008.)

## **PART "B"**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> ~~Such economic interests—~~"Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

Category 7: All investments and business positions in business entities, and

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City or its subdivisions.

## RESOLUTION NO. 2020-47

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

**WHEREAS**, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Stanton (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

**WHEREAS**, the City Council adopted an amended Conflict of Interest Code (the "Code") by Resolution dated September 25, 2018; and

**WHEREAS**, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code; and

**WHEREAS**, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

**WHEREAS**, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each affected designated employee and was publicly posted for review; and

**WHEREAS**, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on November 10, 2020, at which all present were given an opportunity to be heard on the proposed amended Code.

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

**SECTION 1:** The City Council does hereby approve and adopt the amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours.

**SECTION 2:** That the said amended Conflict of Interest Code shall become effective immediately upon adoption and approval.

**SECTION 3:** This Resolution rescinds all previous Conflict of Interest Codes of the City of Stanton.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Stanton on this 10<sup>th</sup> day of November, 2020.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
HONGDAO NGUYEN, 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. 2020-47 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 November 10, 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

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CITY OF STANTON**



# CONFLICT OF INTEREST CODE OF THE CITY OF STANTON

**(Amended November 10, 2020)**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Stanton (the "City")**.

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, shall electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

**APPENDIX**

**CONFLICT OF INTEREST CODE**

**OF THE**

**CITY OF STANTON**

(Amended November 10, 2020)

**PART “A”**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3, are NOT subject to the City’s Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are Other City Officials who manage public investments<sup>1</sup>. These positions are listed here for informational purposes only.

Finance Director/Treasurer  
Investment Consultant

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<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

## **DESIGNATED POSITIONS**

### **GOVERNED BY THE CONFLICT OF INTEREST CODE**

| <b><u>DESIGNATED POSITIONS'</u></b><br><b><u>TITLE OR FUNCTION</u></b> | <b><u>DISCLOSURE CATEGORIES</u></b><br><b><u>ASSIGNED</u></b> |
|--|---|
| Administrative Services Director                                       | 4, 7  |
| Administrative Services Manager  | 4, 7  |
| Administrative Services Supervisor                                     | 5, 6  |
| Assistant City Engineer  | 2, 3, 5   |
| Assistant City Manager   | 1, 2  |
| Assistant Planner  | 1, 2  |
| Assistant to the City Manager  | 1, 2  |
| Associate Engineer   | 2, 3, 5   |
| Associate Planner  | 1, 2  |
| Building Inspector   | 6   |
| Building Official  | 5, 6  |
| Business License Specialist  | 5, 6  |
| City Attorney (not filing under GC 87200)                              | 1, 2  |
| City Clerk   | 5   |
| Civil Engineer   | 2, 3, 5   |
| Code Enforcement Officer   | 2, 5  |
| Code Enforcement/Parking Control Supervisor                            | 2, 5  |
| Community & Economic Development Director                              | 2, 3, 5, 6  |

| <b><u>DESIGNATED POSITIONS'</u></b><br><b><u>TITLE OR FUNCTION</u></b> | <b><u>DISCLOSURE CATEGORIES</u></b><br><b><u>ASSIGNED</u></b> |
|--|---|
| Community Services Coordinator   | 5, 7  |
| Community Services Director  | 5   |
| Community Services Manager   | 5   |
| Community Services Supervisor  | 5   |
| Deputy City Manager  | 1, 2  |
| Economic Development Specialist  | 2, 3, 5, 6  |
| Engineering Assistant  | 2, 3, 5   |
| Facilities Maintenance Supervisor                                      | 2, 5  |
| Housing Associate  | 2, 5, 6, 7  |
| Housing Specialist   | 5, 6, 7   |
| Human Resources/ Risk Management Analyst                               | 5   |
| Information Technology Specialist                                      | 5   |
| Park Ranger  | 5   |
| Planning Manager   | 2, 3, 5, 6  |
| Public Safety Services Director  | 2, 5, 6   |
| Public Works Director/City Engineer                                    | 2, 3, 5, 6  |
| Public Works Manager   | 5   |
| Recreation Leader  | 5   |
| Redevelopment Associate  | 2, 3, 5, 7  |
| Senior Planner   | 1, 2  |

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

**MEMBERS OF BOARDS,**  
**COMMITTEES & COMMISSIONS**

|                               |         |
|-------------------------------|---------|
| Parks & Recreation Commission | 2, 3, 5 |
| Stanton Community Foundation  | 1, 2    |
| Successor Agency              | 1, 2    |

Consultants and New Positions<sup>2</sup>

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<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg. 18700.3 or in a new position created since this Code was last approved that make or participate in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code §. 82019; FPPC Regs. 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code §. 81008.)

## **PART "B"**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

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**Category 6:** All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

**Category 7:** All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City or its subdivisions.

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

## **CITY OF STANTON**

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

TO: Honorable Mayor and Members of the City Council

DATE: November 10, 2020

SUBJECT: **REQUEST FROM PRIOR SERVICE SECURITY TO OPERATE AS PRIVATE PATROL OPERATOR LOCATED AT 1100 TOWN AND COUNTRY ROAD, SUITE 1250, ORANGE, CALIFORNIA 92868**

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

Prior Service Security has applied for Private Patrol Operator status for a future commercial cannabis business location within the city limits. Chapter 5 of the Stanton Municipal Code requires that Detective agencies and merchant police activities obtain City Council approval.

#### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the application of Prior Service Security for Private Patrol Operator status and authorize the issuance of a business license permit.

#### **BACKGROUND:**

Section 5.04.420 of the Stanton Municipal Code requires certain businesses to obtain approval from the City Council to operate within the City. This requirement applies to the proposed Private Patrol Operator service business. Prior Service Security reports they will be providing services within city limits, however, the location has not been determined. The location will be determined through the cannabis application selection process.

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

The organization has submitted proper documentation as required per Section 5.04.640 and Chapter 5.04 of the Stanton Municipal Code, including a business license

application. This business license application meets the conditions of the State of California Department of Consumer Affairs Bureau of Security and Investigative Services.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Government

Prepared By:

Reviewed by:

Approved by:

s/ Florence Ruiz

s/ Michelle Bannigan

s/ Jarad L. Hildenbrand

---

Florence Ruiz  
Administrative Services  
Supervisor

---

Michelle Bannigan  
Finance Director

---

Jarad L. Hildenbrand  
City Manager

Attachment: Business License Application





CITY OF STANTON

Attachment A

## APPLICATION FOR A BUSINESS CERTIFICATE

7800 Katella Ave., Stanton, CA 90680

(714) 890-4200 • Fax (714) 890-1443 • Website [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us)

Business Name PRIOR SERVICE SECURITY

Business Owner PAUL NGUYEN

Business Address  
(#, Street, City, State, Zip Code) 1100 TOWN AND COUNTRY RD SUITE 1250 ORANGE, CA 92868

Mailing Address  
(if different from Business Address) \_\_\_\_\_

Business Phone (949) 667-1277 Home Phone \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Service of Process Address  
(if different from Business Mailing Address) \_\_\_\_\_

Home Address  
(#, Street, City, State, Zip Code) \_\_\_\_\_

Ownership Type ☒ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Other \_\_\_\_\_

If Corporation, List Officers and Titles PAUL NGUYEN, PRESIDENT

Federal/State Employer ID No. \_\_\_\_\_ State Sales Tax No. \_\_\_\_\_

State License No. D0379 Class \_\_\_\_\_

Owner's Drivers License No. \_\_\_\_\_ SSN/TIN \_\_\_\_\_

Opening Date at This Location \_\_\_\_\_ SSN/TIN (Partnership) \_\_\_\_\_

☒ New Business ☐ New Owner (List Previous Owner) \_\_\_\_\_

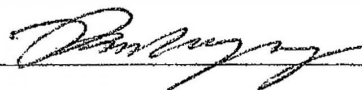
☐ Business Name Change (List Previous Name) \_\_\_\_\_

☐ Address Change (List Previous Address) \_\_\_\_\_

☐ Legal Status Change \_\_\_\_\_ ☐ Other \_\_\_\_\_

I declare under the penalties of perjury that this application and any attachments thereto, have been examined by me and to the best of my knowledge and belief represent a true, correct and complete statement of facts.

☐ Under penalty of perjury, I declare that this business entity or ownership has not been convicted of any criminal offense which directly relates to the operation of the same type of business as desired in Stanton. I understand any violation in the last three years shall be grounds for denial or revocation.

Applicant's Signature  Date 10/21/2021

## FOR OFFICE USE ONLY

|                        |  |           |           |             |        |         |       |
|------------------------|--|-----------|-----------|-------------|--------|---------|-------|
| Bus. No.               |  | Chair(s)  |           | Employee(s) |        | B/L Fee | \$150 |
| Lic. Type              |  | Bus. Type |           | AB-1379     | \$4    | IFC Fee |       |
| Additional Approval by |  |           | Home Occ. |             | Other  |         |       |
| Remarks                |  |           |           |             | Total: |         |       |

Copy of

☐ Fict. Business Statement (DBA)  
☐ Sellers Permit  
☐ Articles of  
☐ Statement of Info  
☐ Medical License  
☐ Authorization Letter (Notarized)  
☐ Other \_\_\_\_\_

## INVESTIGATION FOR COMPLIANCE

CUP? \_\_\_\_\_ Zoning \_\_\_\_\_ Comments \_\_\_\_\_

Planning Approval \_\_\_\_\_ Date \_\_\_\_\_ ☐ FOG Approval (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

☐ Hold for Tenant Improvements ☐ Building Approval (if applicable) \_\_\_\_\_ Date \_\_\_\_\_



City of Stanton  
BUSINESS LICENSING

BUSINESS NARRATIVE - Provide a fully detailed description

We provide uniformed armed and unarmed security officers to observe and report any suspicious activity to local law enforcement. Our uniforms will be a charcoal grey dress shirt, black pants, and black shoes. Patches will be worn on both shoulders displaying the name Prior Service Private Security with a silhouette of a man saluting. Badges will be worn on the left breast chest. We will be servicing within the city limits of Stanton but, as of right now we do not have a specific location as of yet.

Paul Nguyen  
President  
PRIOR SERVICE SECURITY  
1100 Town & Country Rd. Suite 1250  
Orange, CA 92868  
Cell: 949-667-1227  
PPO# 120379  
100% Service Disabled Veteran Owned Small Business (CVE Certified)





City of Stanton  
BUSINESS LICENSING

PRIVATE PATROL EMPLOYEE/INDEPENDENT CONTRACTOR LIST

PLEASE TYPE OR PRINT CLEARLY

MUST BE COMPLETED AND RETURNED WITH APPLICATION WITH PHOTO ID'S AND GUARD REGISTRATION CARDS

BUSINESS OWNER NAME: PAUL NGUYEN CONTACT #:

BUSINESS HOURS: 0800 AM TO 1000 PM DAYS: MTWTFSS

# OF GUARDS: 3

PLEASE COMPLETE THE FOLLOWING:

NAME: Michael Thompson PHONE #

NAME: Ed Miniflores PHONE #:

NAME: William Wetzel PHONE #:

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_



**STATE OF CALIFORNIA  
LABOR AND WORKFORCE DEVELOPMENT AGENCY  
WORKERS' COMPENSATION DECLARATION**

The State of California passed AB 3251 in September 1992, with an effective date of January 1, 1993. The bill requires every employer who applies for or RENEWS a business license must provide proof of valid workers' compensation insurance or proof of compliance with self-insurance provisions.

Please complete the form below and return it with your license forms and payment. Your cooperation is appreciated. If you have any questions, please contact the Labor and Workforce Development Agency at (916) 653-9900.

**AB 3251 SEC. 2 SECTION 371.1 of the Labor Code is amended to read:**

**371.1 (a) Every employer who applies for any license or for renewal of any license for a business issued to pursuant to Section 37101 of the Government Code or Section 7284 of the Revenue and Taxation Code shall complete and sign a declaration that states the following:**

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm, under penalty of perjury, one of the following declarations:

- ☒ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700, for the duration of any business activities conducted for which the license is issued.
- ☒ I have and will maintain workers' compensation insurance, as required by Section 3700 for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance carrier and policy number are:

Carrier State Fund  
Policy Number 926775A Expiration Date 11/11/2021

- ☒ I certify that in the performance of any business activities for which this license is issued I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Applicant Signature *Paul Nguyen* Date 10/12/2021

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIC FINES UP TO \$100,000 IN ADDITION TO THE COST OF COMPENSATION, DAMAGES, INTEREST AND ATTORNEY'S FEES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE.**

Business Name PRIOR SERVICE SECURITY  
Business Owner PAUL NGUYEN Phone \_\_\_\_\_  
Business Address 1100 TOWN AND COUNTRY RD SUITE 1250 ORANGE, CA 92668



IMPORTANT - THIS IS NOT A BILL. SEND NO MONEY UNLESS STATEMENT IS ENCLOSED.

HOME OFFICE

SAN FRANCISCO

POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY  
THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

THIS INSURANCE IS EFFECTIVE FROM  
12:01 A.M., PACIFIC STANDARD TIME  
1-11-20 TO 1-11-21 AND SHALL  
AUTOMATICALLY RENEW EACH 1-11  
UNTIL CANCELLED

CONTINUOUS POLICY 9267754-20

PRIOR SERVICE SECURITY

DEPOSIT PREMIUM

\$1,070.00

630 W HOUSTON AVE  
FULLERTON, CALIF 92832

MINIMUM PREMIUM  
PREMIUM ADJUSTMENT PERIOD

\$1,070.00  
ANNUALLY  
N NA

NAME OF EMPLOYER- PRIOR SERVICE SECURITY (A CORP)

TRADE NAMES- PRIOR SERVICE SECURITY

LOCATIONS- 630 W HOUSTON AVE  
FULLERTON CA 92832

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE  
WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.

2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO  
LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR  
LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 01-11-20 TO 01-11-21

|        |  | PREMIUM<br>BASIS | BASE<br>RATE | INTERIM<br>BILLING<br>RATE* |
|--------|--|------------------|--------------|-----------------------------|
| 7721-2 | SECURITY GUARD OR PATROL SERVICES--<br>PRIVATE | 0                | 7.28         | 7.77                        |
| 8742-1 | SALESPERSONS--OUTSIDE.                         | 0                | .75          | .80                         |
| 8810-1 | CLERICAL OFFICE EMPLOYEES--N.C.C.              | 0                | .53          | .57                         |

\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*

PAUL NGUYEN P 34 %  
PAUL NGUYEN OWR, S 33 %

TOTAL ESTIMATED ANNUAL PREMIUM \$1,070

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO JANUARY 14, 2020 POLICY L PAGE 1 OF 4  
SCIF FORM 10801A (REV.7-2014) (OVER PLEASE)

Alex Padilla  
California Secretary of State

## Business Search - Entity Detail





The California Business Search is updated daily and reflects work processed through Sunday, November 1, 2020. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

### C4131300 PRIOR SERVICE SECURITY

|                               |   |
|-------------------------------|---|
| Registration Date:            | 03/20/2018  |
| Jurisdiction:                 | CALIFORNIA  |
| Entity Type:                  | DOMESTIC STOCK  |
| Status:                       | ACTIVE  |
| Agent for Service of Process: | PAUL H NGUYEN<br>5800 S EASTERN AVE SUITE #500<br>COMMERCE CA 90040 |
| Entity Address:               | 5800 S EASTERN AVE SUTE #500<br>COMMERCE CA 90040                   |
| Entity Mailing Address:       | 5800 S EASTERN AVE SUTE #500<br>COMMERCE CA 90040                   |

 [Certificate of Status](#)

A Statement of Information is due EVERY year beginning five months before and through the end of March.

| Document Type | File Date  | PDF   |
|---------------|------------|---|
| SI-COMPLETE   | 06/17/2019 |  |
| SI-COMPLETE   | 05/14/2018 |  |
| AMENDMENT     | 05/09/2018 |  |
| REGISTRATION  | 03/20/2018 |  |

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).



Secretary of State  
Statement of Information  
(California Stock, Agricultural  
Cooperative and Foreign Corporations)

SI-550

119

**IMPORTANT** — Read instructions before completing this form.

**Fees (Filing plus Disclosure) — \$25.00;**

**Copy Fees** — First page \$1.00; each attachment page \$0.50;  
Certification Fee — \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.)

PRIOR SERVICES SECURITY

**FILED**  
Secretary of State  
State of California

**JUN 17 2019**

*This Space For Office Use Only*

2. 7-Digit Secretary of State File Number

**4131300**

**3. Business Addresses**

|  |  |                    |                          |
|--|--|--------------------|--------------------------|
| a. Street Address of Principal Executive Office - Do not list a P.O. Box<br><b>5800 S EASTERN AVE SUITE #500</b> | City (no abbreviations)<br><b>COMMERCE</b> | State<br><b>CA</b> | Zip Code<br><b>90040</b> |
| b. Mailing Address of Corporation, if different than Item 3a   | City (no abbreviations)                    | State              | Zip Code                 |
| c. Street Address of Principal California Office, if any and if different than Item 3a - Do not list a P.O. Box  | City (no abbreviations)                    | State<br><b>CA</b> | Zip Code                 |

**4. Officers**

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

|  |                           |                         |  |   |
|--|---------------------------|-------------------------|--|---|
| a. Chief Executive Officer/<br><b>PAUL</b>       | First Name<br><b>PAUL</b> | Middle Name<br><b>H</b> | Last Name<br><b>NGUYEN</b>                 | Suffix                                      |
| Address<br><b>5800 S EASTERN AVE SUITE #500</b>  |                           |                         | City (no abbreviations)<br><b>COMMERCE</b> | State<br><b>CA</b> Zip Code<br><b>90040</b> |
| b. Secretary<br><b>PAUL</b>                      | First Name<br><b>PAUL</b> | Middle Name<br><b>H</b> | Last Name<br><b>NGUYEN</b>                 | Suffix                                      |
| Address<br><b>5800 S. EASTERN AVE SUITE #500</b> |                           |                         | City (no abbreviations)<br><b>COMMERCE</b> | State<br><b>CA</b> Zip Code<br><b>90040</b> |
| c. Chief Financial Officer/<br><b>PAUL</b>       | First Name<br><b>PAUL</b> | Middle Name<br><b>H</b> | Last Name<br><b>NGUYEN</b>                 | Suffix                                      |
| Address<br><b>5800 S EASTERN AVE SUITE #500</b>  |                           |                         | City (no abbreviations)<br><b>COMMERCE</b> | State<br><b>CA</b> Zip Code<br><b>90040</b> |

**5. Director(s)**

California Stock and Agricultural Cooperative Corporations ONLY: Item 5a: At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

|   |                         |  |   |
|---|-------------------------|--|---|
| a. First Name<br><b>PAUL</b>                                      | Middle Name<br><b>H</b> | Last Name<br><b>COMMERCE</b>               | Suffix                                      |
| Address<br><b>5800 S.</b>   |                         | City (no abbreviations)<br><b>COMMERCE</b> | State<br><b>CA</b> Zip Code<br><b>90040</b> |
| b. Number of Vacancies on the Board of Directors, if any <b>0</b> |                         |  |   |

**6. Service of Process (Must provide either Individual OR Corporation.)**

**INDIVIDUAL** — Complete Items 6a and 6b only. Must include agent's full name and California street address.

|  |                         |  |   |
|--|-------------------------|--|---|
| a. California Agent's First Name (If agent is not a corporation)<br><b>PAUL</b>                                      | Middle Name<br><b>H</b> | Last Name<br><b>NGUYEN</b>                 | Suffix                                      |
| b. Street Address (If agent is not a corporation) - Do not enter a P.O. Box<br><b>5800 S. EASTERN AVE SUITE #500</b> |                         | City (no abbreviations)<br><b>COMMERCE</b> | State<br><b>CA</b> Zip Code<br><b>90040</b> |

**CORPORATION** — Complete Item 6c only. Only include the name of the registered agent Corporation.

|   |
|---|
| c. California Registered Corporate Agent's Name (If agent is a corporation) — Do not complete Item 6a or 6b |
|---|

**7. Type of Business**

Describe the type of business or services of the Corporation  
**ASSET PROTECTION SERVICES**

8. The information contained herein, including in any attachments, is true and correct.

**6/10/19**  
Date

**PAUL H. NGUYEN**  
Type or Print Name of Person Completing the Form

**OFFICER**  
Title

Signature

A0813130



**Secretary of State  
Certificate of Amendment of  
Articles of Incorporation  
Name Change Only - Stock**

AMDT-  
STK-NA

**FILED**  
Secretary of State  
State of California

MAY 09 2018

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$30.00

Copy Fees — First Page \$1.00 & .50 for each attachment page;  
Certification Fee — \$5.00

*lw* This Space For Office Use Only

1. Corporation Name (Enter the exact name of the corporation as it currently is recorded with the California Secretary of State.)

PRIOR SERVICES SECURITY

2. 7-Digit Secretary of State File Number

4131300

## 3. New Corporation Name

Item 3a: Enter the number, letter or other designation assigned to the provision in the Articles of Incorporation being amended (e.g., "I," "First," or "A"). See Instructions if the provision in the Articles of Incorporation being amended does not include a number, letter, or other designation. Any attachment is made part of this document.

Item 3b: Enter the new corporate name.

3a. Article 1 of the Articles of Incorporation is amended to read as shown in Item 3b below:3b. The name of the corporation is PRIOR SERVICE SECURITY

## 4. Approval Statements

4a. The Board of Directors has approved the amendment of the Articles of Incorporation.

4b. Shareholder approval was (check one):

☒ By the required vote of shareholders in accordance with California Corporations Code section 902. The total number of outstanding shares of the corporation is 100,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

☐ Not required because the corporation has no outstanding shares.

## 5. Read, sign and date below (See Instructions for signature requirements. Note: Both lines must be signed.)

We declare under penalty of perjury under the laws of the State of California that the matters set forth herein are true and correct of our own knowledge and we are authorized by California law to sign.

04/23/18

Date

Signature

PAUL H. NGUYEN

Type or Print Name of President

04/23/18

Date

Signature

PAUL H. NGUYEN

Type or Print Name of Secretary



4131300



**Secretary of State**  
**Articles of Incorporation of a**  
**General Stock Corporation**

ARTS-GS

**IMPORTANT -- Read instructions before completing this form.**

**Filing Fee -- \$100.00**

**Copy Fees --** First page \$1.00; each attachment page \$0.50;  
 Certification Fee - \$5.00

**Note:** Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

FILED

Secretary of State  
 State of California

MAR 20 2018



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**1. Corporate Name** (Go to [www.sos.ca.gov/business/be/name-availability](http://www.sos.ca.gov/business/be/name-availability) for general corporate name requirements and restrictions.)

The name of the corporation is PRIOR SERVICES SECURITY

**2. Business Addresses** (Enter the complete business addresses.)

|  |                         |       |          |
|--|-------------------------|-------|----------|
| a. Initial Street Address of Corporation - Do not list a P.O. Box    | City (no abbreviations) | State | Zip Code |
| 5800 S. EASTERN AVE SUITE 500  | COMMERCE                | CA    | 90040    |
| b. Initial Mailing Address of Corporation, if different than item 2a | City (no abbreviations) | State | Zip Code |
|  |                         |       |          |

**3. Service of Process** (Must provide either individual OR Corporation.)

**INDIVIDUAL --** Complete items 3a and 3b only. Must include agent's full name and California street address.

|   |                         |           |          |
|---|-------------------------|-----------|----------|
| a. California Agent's First Name (if agent is not a corporation)            | Middle Name             | Last Name | Suffix   |
| PAUL  | H                       | NGUYEN    |          |
| b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box | City (no abbreviations) | State     | Zip Code |
| 5800 S. EASTERN AVE SUITE 500   | COMMERCE                | CA        | 90040    |

**CORPORATION --** Complete item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (If agent is a corporation) - Do not complete item 3a or 3b

**4. Shares** (Enter the number of shares the corporation is authorized to issue. Do not leave blank or enter zero (0).)

This corporation is authorized to issue only one class of shares of stock.

The total number of shares which this corporation is authorized to issue is 100,000

**5. Purpose Statement** (Do not alter the Purpose Statement.)

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**6. Read and Sign Below** (This form must be signed by each incorporator. See instructions for signature requirements.)

*Paul H. Nguyen*  
 Signature

PAUL H. NGUYEN  
 Type or Print Name

Renewal License

## PRIVATE PATROL OPERATOR

License No. PPO120379

Valid Until: 08/31/2022

Receipt No. 6850

PRIOR SERVICE SECURITY  
1100 W TOWN AND COUNTRY RD STE 1250  
ORANGE, CA 92668-4633

In accordance with the provisions of  
Division 3, Chapter 11.5 of the Business  
and Professions Code, the company  
named hereon is issued a Private Patrol  
Operator License Renewal.

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WP1PPO 10/2015

10/15/2015 7:43:47 PM 11/11/2015 10:22:00 AM 11/11/2015 10:22:00 AM 11/11/2015 10:22:00 AM 11/11/2015 10:22:00 AM



ORANGE CA 92668-4633  
1100 W TOWN AND COUNTRY RD STE 1250  
PRIOR SERVICE SECURITY  
TAP1 \*\*\*\*\* MIXED AAMC 936



BUREAU OF SECURITY AND INVESTIGATIVE SERVICES  
PO BOX 989002  
WEST SACRAMENTO CA 95798-9002

**BUREAU OF SECURITY AND  
INVESTIGATIVE SERVICES  
DETAILS FOR NGUYEN, PAUL**

**CURRENT DATE / TIME**

NOVEMBER 2, 2020  
4:58:46 PM

**NAME:** NGUYEN, PAUL

**TYPE:** PPO QUALIFIED MANAGER

**ADDRESS OF RECORD**

FULLERTON CA 92832-3114

ORANGE COUNTY

**LICENSE RELATIONSHIPS**

**PPO TO QUALIFIED MANAGER**

**LICENSE/REGISTRATION ROLE:** QUALIFIED  
MANAGER

**RELATED PARTY ROLE:** PRIVATE PATROL  
OPERATOR

**NAME:** PRIOR SERVICE SECURITY

**LICENSE/REGISTRATION TYPE:** PRIVATE  
PATROL OPERATOR

**LICENSE NUMBER:** 120379 PRIMARY

**STATUS:** CURRENT

**ADDRESS :**

1100 W TOWN AND COUNTRY RD STE  
1250

ORANGE CA 92868-4633

ORANGE COUNTY

MAP

**BUREAU OF SECURITY AND  
INVESTIGATIVE SERVICES  
LICENSING DETAILS FOR: 120379**

**NAME:** PRIOR SERVICE SECURITY  
**LICENSE TYPE:** PRIVATE PATROL OPERATOR  
**PRIMARY STATUS:** CURRENT  
**ADDRESS OF RECORD**  
1100 W TOWN AND COUNTRY RD STE 1250  
ORANGE CA 92868-4633  
ORANGE COUNTY

**ISSUANCE DATE**  
AUGUST 29, 2018  
**EXPIRATION DATE**  
AUGUST 31, 2022  
**CURRENT DATE / TIME**  
NOVEMBER 2, 2020  
4:59:09 PM

**LICENSE RELATIONSHIPS**

**CEO**

**LICENSE/REGISTRATION ROLE:** BUSINESS  
LICENSE  
**RELATED PARTY ROLE:** PRINCIPAL  
**NAME:** NGUYEN, PAUL  
[VIEW MORE DETAILS](#)

**ADDRESS NOT DISCLOSED**

**PPO TO QUALIFIED MANAGER**

**LICENSE/REGISTRATION ROLE:** PRIVATE  
PATROL OPERATOR  
**RELATED PARTY ROLE:** QUALIFIED  
MANAGER  
**NAME:** NGUYEN, PAUL  
[VIEW MORE DETAILS](#)

**ADDRESS :**  
FULLERTON CA 92832-3114  
ORANGE COUNTY

**BUREAU OF SECURITY AND  
INVESTIGATIVE SERVICES  
LICENSING DETAILS FOR: 6307305**

**NAME:** MIRAFLORES, EDWARD DEL ROSARIO  
**LICENSE TYPE:** SECURITY GUARD  
**PRIMARY STATUS:** CURRENT  
**PREVIOUS NAMES:** SALAJOG, NESTOR EDWARD ♦ DEL ROSARIO,  
NESTOR EDWARD  
**ADDRESS OF RECORD**  
WALNUT CA 91789-3312  
LOS ANGELES COUNTY

**ISSUANCE DATE**  
MARCH 21, 2017  
**EXPIRATION DATE**  
MARCH 31, 2021  
**CURRENT DATE / TIME**  
NOVEMBER 2, 2020  
5:05:15 PM

**LICENSE RELATIONSHIPS**

**GUARD TO BATON PERMIT**

|   |                      |
|---|----------------------|
| <b>LICENSE/REGISTRATION ROLE:</b> GUARD                                 | <b>ADDRESS :</b>     |
| <b>RELATED PARTY ROLE:</b> BATON PERMIT                                 | WALNUT CA 91789-3312 |
| <b>NAME:</b> MIRAFLORES, EDWARD DEL<br>ROSARIO                          | LOS ANGELES COUNTY   |
| <b>LICENSE/REGISTRATION TYPE:</b> BATON<br>PERMIT                       |                      |
| <b>LICENSE NUMBER:</b> 1542973 <b>PRIMARY</b><br><b>STATUS:</b> CURRENT |                      |

**QUALIFYING FIREARM PERMIT**

|   |                      |
|---|----------------------|
| <b>LICENSE/REGISTRATION ROLE:</b> BUSINESS<br>OR PROFESSIONAL LICENSE   | <b>ADDRESS :</b>     |
| <b>RELATED PARTY ROLE:</b> EXPOSED<br>FIREARM PERMIT                    | CORONA CA 92879-8889 |
| <b>NAME:</b> MIRAFLORES, EDWARD DEL<br>ROSARIO                          | RIVERSIDE COUNTY     |
| <b>LICENSE/REGISTRATION TYPE:</b> EXPOSED<br>FIREARM PERMIT             |                      |
| <b>LICENSE NUMBER:</b> 2623347 <b>PRIMARY</b><br><b>STATUS:</b> CURRENT |                      |

**BUREAU OF SECURITY AND  
INVESTIGATIVE SERVICES  
LICENSING DETAILS FOR: 6380808**

**NAME:** THOMPSON, MICHAEL VOLKER SIJO  
**LICENSE TYPE:** SECURITY GUARD  
**PRIMARY STATUS:** CURRENT  
**ADDRESS OF RECORD**  
ORANGE CA 92867-6258  
ORANGE COUNTY

**ISSUANCE DATE**

JUNE 9, 2018

**EXPIRATION DATE**

JUNE 30, 2022

**CURRENT DATE / TIME**NOVEMBER 2, 2020  
5:09:25 PM**LICENSE RELATIONSHIPS****QUALIFYING FIREARM PERMIT**

**LICENSE/REGISTRATION ROLE:** BUSINESS  
OR PROFESSIONAL LICENSE  
**RELATED PARTY ROLE:** EXPOSED  
FIREARM PERMIT

**ADDRESS :**  
ORANGE CA 92867-6258  
ORANGE COUNTY

**NAME:** THOMPSON, MICHAEL VOLKER  
SIJO

**LICENSE/REGISTRATION TYPE:** EXPOSED  
FIREARM PERMIT

**LICENSE NUMBER:** 2639233 **PRIMARY**  
**STATUS:** CURRENT

**BUREAU OF SECURITY AND  
INVESTIGATIVE SERVICES  
LICENSING DETAILS FOR: 1229863**

**NAME:** WETZEL, WILLIAM A  
**LICENSE TYPE:** SECURITY GUARD  
**PRIMARY STATUS:** CURRENT  
**ADDRESS OF RECORD**  
GARDEN GROVE CA 92841-4902  
ORANGE COUNTY

**ISSUANCE DATE**  
FEBRUARY 12, 1999  
**EXPIRATION DATE**  
APRIL 30, 2022  
**CURRENT DATE / TIME**  
NOVEMBER 2, 2020  
5:12:16 PM

**LICENSE RELATIONSHIPS**

**GUARD TO BATON PERMIT**

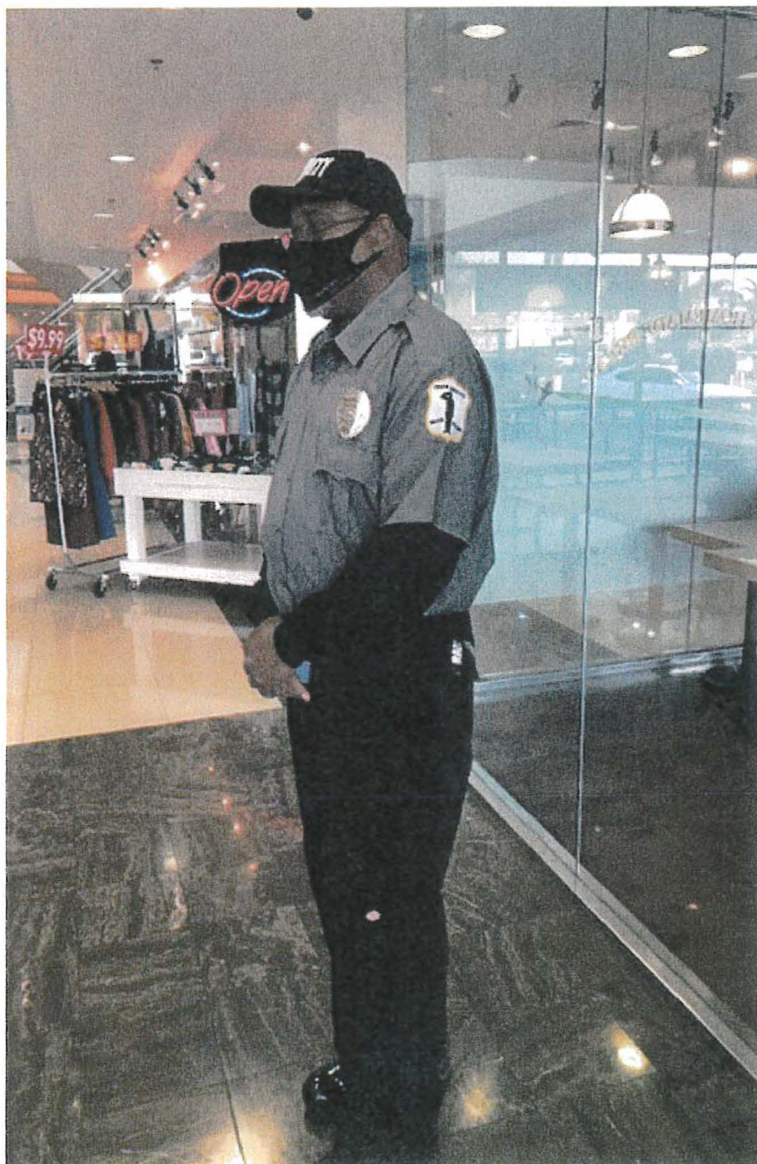
|  |                            |
|--|----------------------------|
| <b>LICENSE/REGISTRATION ROLE:</b> GUARD        | <b>ADDRESS :</b>           |
| <b>RELATED PARTY ROLE:</b> BATON PERMIT        | GARDEN GROVE CA 92841-4902 |
| <b>NAME:</b> WETZEL, WILLIAM ARTHUR            | ORANGE COUNTY              |
| <b>LICENSE/REGISTRATION TYPE:</b> BATON PERMIT |                            |
| <b>LICENSE NUMBER:</b> 53976 <b>PRIMARY</b>    |                            |
| <b>STATUS:</b> CURRENT                         |                            |

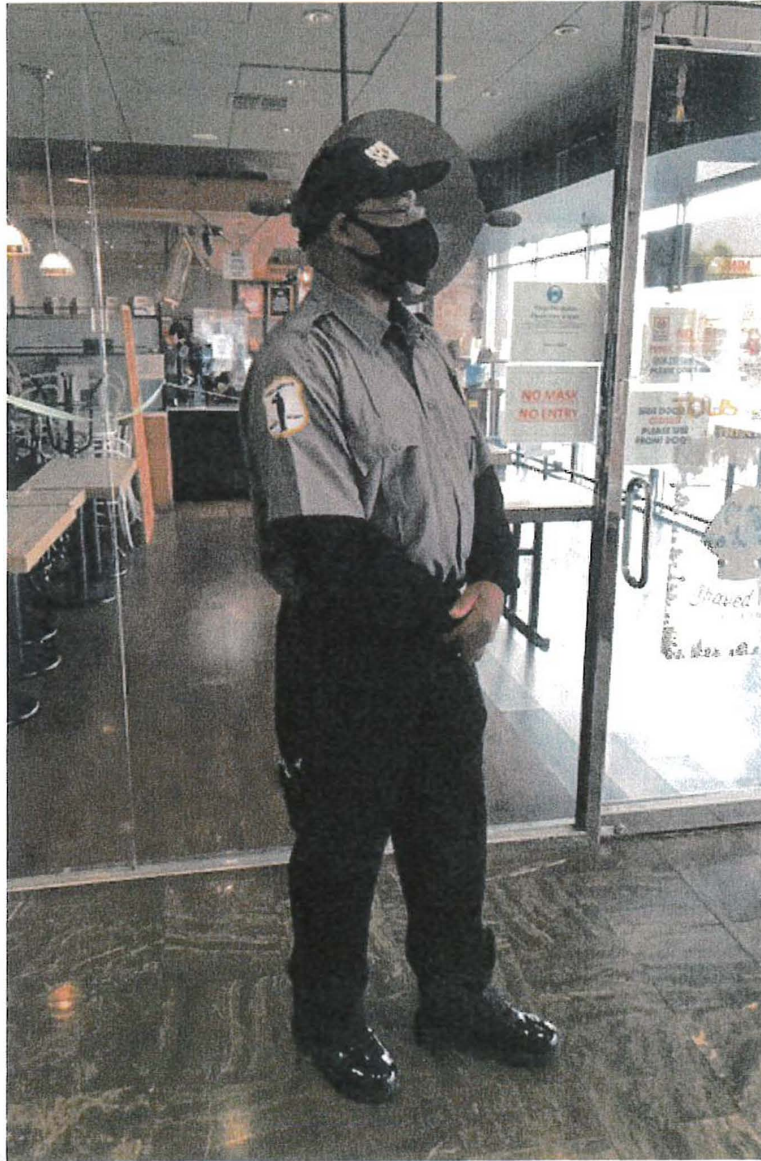
**QUALIFYING FIREARM PERMIT**

|  |                            |
|--|----------------------------|
| <b>LICENSE/REGISTRATION ROLE:</b> BUSINESS OR PROFESSIONAL LICENSE | <b>ADDRESS :</b>           |
| <b>RELATED PARTY ROLE:</b> EXPOSED FIREARM PERMIT                  | GARDEN GROVE CA 92841-4902 |
| <b>NAME:</b> WETZEL, WILLIAM A                                     | ORANGE COUNTY              |
| <b>LICENSE/REGISTRATION TYPE:</b> EXPOSED FIREARM PERMIT           |                            |
| <b>LICENSE NUMBER:</b> 2623287 <b>PRIMARY</b>                      |                            |
| <b>STATUS:</b> CURRENT   |                            |









## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** November 10, 2020

**SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE 2020 SEWER REPLACEMENT PROJECT TO GRBCON BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

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

The six (6) bids received for the 2020 Sewer Replacement Project were opened on October 12, 2020. Based on the post-bid analysis, staff recommends the bid submitted by GRBCON to be responsible and responsive.

The construction cost for the Sewer Condition Improvement Project is estimated at \$239,158.80, which includes a 10-percent contingency and 10-percent for construction management services.

#### **RECOMMENDED ACTION:**

1. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approve the plans and specifications for the 2020 Sewer Replacement Project; and
3. Award a construction contract for the 2020 Sewer Replacement Project to the lowest responsible bidder, GRBCON, Inc., for the amount of \$199,299.00; and
4. Authorize the City Manager to bind the City of Stanton and GRBCON, Inc. in a contract for the construction of the 2020 Sewer Replacement Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

#### **BACKGROUND:**

The City's Sewer Master Plan identifies condition improvement recommendations and capacity improvement recommendations. The 2020 Sewer Condition Improvement Project will address deficiencies classified as "major". This location has experienced numerous sewer issues in the past.

The estimated project cost of \$199,299.00 is as follows:

|   |               |
|---|---------------|
| Base Bid (GRBCON, Inc.)   | \$ 199,299.00 |
| Construction Contingency (10%)                                  | \$ 19,929.90  |
| Construction Management Cost (10%)                              | \$ 19,929.90  |
| Total Estimated Project Cost<br>(rounded up to nearest hundred) | \$ 239,158.80 |

This project will require construction management services which are expected to cost approximately 10-percent of the contract cost which has been included in the table above. The contract for construction management services will be brought back before City Council when a pre-qualified firm has been selected to perform the services.

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

The project was advertised for bids on September 24, 2020. Notices announcing the solicitation of bids for this project were posted local on F.W. Dodge publication known as the "Green Sheets" and on Bid America. Staff also sent the notice inviting bids to local contracting companies familiar with the City that have bid on similar projects locally.

The bids were publicly opened on October 12<sup>th</sup>, 2020 at 2:00 p.m. Six (6) bids were received:

| <b>Rank</b> | <b>Company</b>             | <b>Bid</b>    |
|-------------|----------------------------|---------------|
| 1           | GRBCON, Inc.               | \$ 199,299.00 |
| 2           | Ramona Inc.                | \$ 210,250.00 |
| 3           | Excel Paving Co.           | \$ 237,100.00 |
| 4           | Kordich Construction, Inc. | \$ 295,740.00 |
| 5           | GRFCO, Inc.                | \$ 421,200.00 |
| 6           | Kana Pipeline, Inc.        | \$ 458,075.00 |

Staff has reviewed the submitted bid documents and found GRBCON, Inc. in compliance with the contract documents. A check of the references submitted indicates that the bidder has successfully completed similar projects within Southern California. Upon successful execution of the contract documents, the project is expected to begin construction in November. The contractor will have approximately ten (10) weeks to complete the project.

#### **FISCAL IMPACT:**

This project was budgeted for the FY 20/21 Capital Improvement Program. Funds for the project are available in the Sewer Maintenance Fund account number 305-3001-730105. This project will not have any impact on the General Fund.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

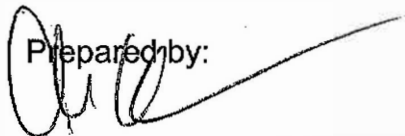
None.

**PUBLIC NOTIFICATION:**

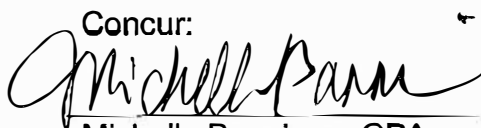
Notifications and advertisement were performed as prescribed by law.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

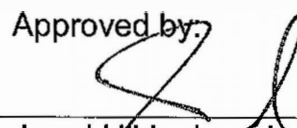
3 - Provide a quality infrastructure.

Prepared by: 

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

Concur: 

Michelle Bannigan, CPA  
Finance Director

Approved by: 

Jarad Hildenbrand  
City Manager

**Attachments:**

- 1) 2020 Sewer Replacement Project Contract

# Attachment A

## CITY OF STANTON CONTRACT

### 2020 Sewer Replacement Project

#### I.

This Contract is made and entered into on the 10<sup>th</sup> Day of November 2020 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and GRBCON, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated
- D. Payment Bond
- E. Contract Performance Bond
- F. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- G. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- H. Latest Edition, Standard Specifications for Public Works Construction.

Each of such documents in their entirety are incorporated herein by this reference as if set forth in full.

#### II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$199,299.00.

#### III. BONDS

Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, said bonds to be secured from a surety company admitted and authorized to do business in California as such.

#### IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

**Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City.** Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain



such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

## V. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

All insurers shall be admitted and authorized to do business in California as insurance carriers.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the



insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

## VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of one hundred ninety-nine thousand and two hundred ninety-nine dollars and zero cents (\$ 199,299.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

## VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **Thirty (30)** working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within

the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

#### VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

#### IX.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

#### X.

The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

#### XI.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

**CITY OF STANTON:**

**[CONTRACTOR]:**

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

CITY MANAGER

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

(Corporate Officer)

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ATTEST:**

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

CITY CLERK

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

(Corporate Officer)

**APPROVED AS TO FORM:**

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

CITY ATTORNEY

**NOTARY REQUIRED**

Bond No. \_\_\_\_\_ Bond Premium \_\_\_\_\_

## PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS** that:

THAT WHEREAS, the City of Stanton (sometimes referred to hereinafter as "Obligee") has awarded GRBCON, Inc. (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the paving of sewer improvement, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated November 10, 2020 (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stanton in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Oblige, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Oblige a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.



On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact \_\_\_\_\_ of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she subscribed the name of the \_\_\_\_\_ (Surety) thereto and his/her own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal to the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was then of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

Bond No. \_\_\_\_\_ Bond Premium \_\_\_\_\_

**PAYMENT BOND**  
**(LABOR AND MATERIALS)**

**KNOW ALL PERSONS BY THESE PRESENTS that:**

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has GRBCON, Inc. (hereinafter designated as the "Contractor"), a contract dated November 10, 2020, for work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of sewer improvements, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal and, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the \_\_\_\_\_ to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than one-hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his/her or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his/her Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorneys fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Code, so as to give a right of action to them or their assigns any suit brought upon this bond.

The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL:

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

SURETY: \_\_\_\_\_

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

Attorney-in-Fact

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**



[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she subscribed the name of the \_\_\_\_\_ (Surety) thereto and his/her own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal to the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was then of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

Signature

(CORPORATE SEAL)

## **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

**[Labor Code §§ 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]**

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date \_\_\_\_\_

Signature \_\_\_\_\_

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES  
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below (required at time of award):

Business & Professions Code § 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement.

**Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License no.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

## **INSURANCE REQUIREMENTS**

The Contractor shall at all times during the terms of the Contract carry, maintain, and keep in full force and effect a policy or policies of comprehensive general liability insurance in which the City, along with its City Council and each member thereof, and every officer, official, agent, attorney, employee or volunteer of the City, is the named insured or is named as an additional insured with the Contractor in accordance with the General Provisions. The insurance company issuing such policy(ies) must be acceptable to, and approved by, the City Engineer and City Attorney. Contractor shall maintain limits of no less than Two Million Dollars (\$2,000,000) combined single limit coverage per occurrence for personal injury or death or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of the performance of the Contractor and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Public Works Contract. Such insurance shall include coverage of no less than One Million Dollars (\$1,000,000) for all automobiles utilized by Contractor's or any subcontractor's employees or agents in the performance of the Contract. Contractor shall also provide an endorsement in the forms included in Book II.

## WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the CITY OF STANTON has required certain insurance to be provided by

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NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: CITY OF STANTON, City Hall, 7800 Katella Avenue, STANTON, CA 90680-3162.

2. The insureds under such policy or policies are: \_\_\_\_\_

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

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4. Said policy or policies shall not be canceled, voided or reduced in coverage or limits of liability, unless and until thirty days' advance written notice thereof has been served upon the City Clerk of the CITY OF STANTON.

By: \_\_\_\_\_  
Its Authorized Representative

## **ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY**

\_\_\_\_\_  
Name and address of named insured ("Named Insured"):

\_\_\_\_\_  
Name and address of Insurance Company ("Company"):

**OFFICIAL TITLE OF PROJECT:** \_\_\_\_\_

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works  
City of Stanton  
7800 Katella Avenue  
Stanton CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

| TYPE OF COVERAGES TO WHICH<br>THIS ENDORSEMENT ATTACHES | POLICY PERIOD<br>FROM/TO | LIMITS OF<br>LIABILITY |
|---|--------------------------|------------------------|
|---|--------------------------|------------------------|

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |  |  |
|--|--|
| <input type="checkbox"/> Contractual Liability         | <input type="checkbox"/> Explosion Hazard            |
| <input type="checkbox"/> Owners/Landlords/Tenants      | <input type="checkbox"/> Collapse Hazard             |
| <input type="checkbox"/> Manufacturers/Contractors     | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability         |
| <input type="checkbox"/> Broad Form Property Damage    | <input type="checkbox"/> Liquor Liability            |
| <input type="checkbox"/> Extended Bodily Injury        | <input type="checkbox"/>                             |
| <input type="checkbox"/> Broad Form Comprehensive      | <input type="checkbox"/>                             |
| <input type="checkbox"/> General Liability Endorsement |  |

12. A ☐ deductible or ☐ self-insured retention (check one) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 A.M. and forms a part of Policy Number \_\_\_\_\_

I, \_\_\_\_\_ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

**(Original signature only; no facsimile signature or initialed signature accepted)**



Phone No.: (        ) \_\_\_\_\_

## **ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY**

\_\_\_\_\_  
Name and address of named insured ("Named Insured");

\_\_\_\_\_  
Name and address of Insurance Company ("Company");

**OFFICIAL TITLE OF PROJECT:** \_\_\_\_\_

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:  
The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

1. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
2. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
3. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
4. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
6. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works  
City of Stanton

7800 Katella Avenue  
Stanton, CA 90680-3162

7. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
LIMITS OF  
THIS ENDORSEMENT ATTACHES  
LIABILITY

POLICY PERIOD  
FROM/ TO

Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |  |  |
|--|--|
| <input type="checkbox"/> Any Automobiles       | <input type="checkbox"/> Truckers Coverage         |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act         |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles     | <input type="checkbox"/> Public Livery Coverage    |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/>                           |
| <input type="checkbox"/> Garage Coverage       | <input type="checkbox"/>                           |

11. A ☐ deductible or ☐ self-insured retention (check one) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_  
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

12. This is an ☐ occurrence or ☐ claims made policy (check one).

13. This endorsement is effective on \_\_\_\_\_ at 12:01 A.M. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_ (print name),  
hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_\_

Signature of Authorized Representative

**(Original signature only; no facsimile signature or initialed signature accepted)**

Phone No.: ( ) \_\_\_\_\_

## ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

\_\_\_\_\_  
Name and address of named insured ("Named Insured"):

\_\_\_\_\_  
Name and address of Insurance Company ("Company"):

**OFFICIAL TITLE OF PROJECT:** \_\_\_\_\_

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
LIMITS OF  
THIS ENDORSEMENT ATTACHES  
LIABILITY

POLICY PERIOD  
FROM/TO

- ☐ Following Form  
☐ Umbrella Liability  
☐

10. Applicable underlying coverages:  
INSURANCE COMPANY  
AMOUNT

POLICY NO.

11. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

12. A ☐ deductible or ☐ self-insured retention (check one) of \$ \_\_\_\_\_  
applies to all coverage(s) except: \_\_\_\_\_  
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 A.M. and forms a part of Policy Number \_\_\_\_\_

I, \_\_\_\_\_ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

**(Original signature only; no facsimile signature or initialed signature accepted)**

Phone No.: ( ) \_\_\_\_\_  
**PREVAILING WAGES**

NOTICE IS FURTHER GIVEN that the City Council has obtained the general prevailing rate of per diem wages in accordance with law to be paid for the construction of the above Work and Improvements. The schedule has been obtained from the Director of the Department of Industrial Relations, pursuant to the provisions of Section 1773 of the Labor Code of the State of California, and reference is hereby made to copies thereof on file in the City's Office, which said copies are available to any interested party upon request. Further, a copy shall be posted at each job site during the course of construction. If prevailing wages change within 10 days of the bid opening date, new prevailing wages will be used.

## **WAGE RATES AND LABOR CODE REQUIREMENTS**

### **Apprentices**

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

## **LEGAL RELATIONS AND RESPONSIBILITY**

The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or the Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he/she shall forthwith report the same to the Engineer in writing. He/she shall at all times observe and comply with and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall indemnify, protect, defend, and hold harmless the City, the Engineer, and all of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees, agents, or representatives.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. The Director of the Department of Industrial Relations has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed, copies of which are maintained at the City's principal office, and are available to any interested party on request. Contractor shall post a copy of said document at each job site. The Contractor shall forfeit to the City a penalty of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate, and shall in addition pay to each worker for each such day the difference between the prevailing rate and the actual wage paid.
- b. In accordance with Sections 1173.1 and 1773.8 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1 1/2) times the base rate of pay, in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6, as amended effective January 1, 1977, with respect to the employment of apprentices. Pursuant to Section 1777.5, it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all Subcontractors employed by him/her in connection with this Contract.

In accordance with Section 1777.3 of said Labor Code, the City will file with the Department of Industrial Relations, Division of Apprenticeship Standards, on "Extract of Public Works Contract Award" upon issuing the Notice of Award in the form appended hereto and made a part hereof as page 1-9.3.

- f. Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him/her.

The Contractor and any Subcontractor under him/her shall comply with the requirements of Section 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

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

Willful violations of Section 1777.5 will result in a forfeiture of fifty dollars (\$50.00) for each calendar day of noncompliance which shall be withheld from progress payments by City upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

## **WAGE RATES AND LABOR CODE REQUIREMENTS**

**Wage Rates:**

This is a Federally assisted project and Davis-Bacon will be enforced. Federal and State wage rates are applicable to both the prime Contractor and subcontractors. The higher wage rate between the Federal and State wage determinations will be enforced. The Federal Labor Standards Provisions (Form HUD-4010) and the Federal Wage Determination are incorporated into these Provisions. They are considered a physical part of the Contract Agreement and full compliance will be enforced. The same Federal language and wage determinations will be included in an Agreement resulting for the original Agreement.

**Apprentices**

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.



**City Business License Forms and  
Vendor Data Sheet**

# BID PROPOSAL

Bidders Name GRBLON, Inc.

## TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF STANTON:

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the project Plans, Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF STANTON, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is <sup>BID</sup> BOND (Insert "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond in the form furnished by the City", as the case may be) in the amount of \$ 10,000, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within fourteen (14) calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the City Engineer of the CITY OF STANTON, to the satisfaction and under the direction of the Director of Public Works, at the following prices:

# BID SHEET

## 2020 SEWER REPLACEMENT PROJECT

BIDDERS NAME: GABCON, Inc.

PRINT or Type

| BID SCHEDULE A                 |  |          |          |                      |                     |
|--------------------------------|--|----------|----------|----------------------|---------------------|
| 2020 SEWER REPLACEMENT PROJECT |  |          |          |                      |                     |
| #                              | DESCRIPTION  | QUANTITY | UNIT QTY | UNIT PRICE (Numbers) | ITEM COST (Numbers) |
| A-1                            | MOBILIZATION, DEMOBILIZATION, AND CLEANUP                        | 1        | LS       | 6534-                | 6,534-              |
| A-2                            | SURVEY, STAKING, AND MONUMENT PRESERVATION                       | 1        | LS       | 2904                 | 2,904-              |
| A-3                            | UTILITY LOCATING, POTHOLING, & COORDINATION                      | 1        | LS       | 5967                 | 5,967-              |
| A-4                            | SHEETING, SHORING & BRACING (INCLUDES CAL OSHA PERMIT)           | 1        | LS       | 8361                 | 8,361-              |
| A-5                            | REMOVE EXISTING 8" VCP SEWER MAIN AND INSTALL 12" VCP SEWER MAIN | 330      | LF       | 291-                 | 96,030-             |
| A-6                            | REMOVE AND REPLACE CHIMNEY SEWER CONNECTION AND LATERAL          | 1        | EA       | 6357                 | 6,357-              |
| A-7                            | CORE DRILL EXISTING MANHOLE, CONNECT NEW 12" VCP                 | 6        | EA       | 1600                 | 9,600-              |
| A-8                            | REMOVE AND REPLACE COLORED PCC PAVEMENT, IN KIND                 | 100      | SF       | 66.45                | 6,645-              |
| A-9                            | COLD MILL EXISTING PAVEMENT 1.5" AND CONSTRUCT 1.5" AC OVERLAY   | 4,300    | SF       | 8.17                 | 35,131-             |
| A-10                           | REMOVE AND REPLACE PCC DRIVEWAY, IN KIND                         | 50       | SF       | 83.68                | 4,184-              |
| A-11                           | REMOVE AND REPLACE PCC VALLEY GUTTER, IN KIND                    | 50       | SF       | 21.18                | 1,059-              |
| A-12                           | SIGNING AND STRIPING REPAIRS                                     | 1        | LS       | 3025-                | 3,025-              |
| A-13                           | TRAFFIC CONTROL AND NOTICING                                     | 1        | LS       | 9680-                | 9,680-              |
| A-14                           | SEWER FLOW BY-PASS SYSTEM  | 1        | LS       | 1422                 | 1,422-              |
| A-15                           | CONCRETE BLANKET PROTECTION (ALLOWANCE)                          | 3        | EA       | 800-                 | 2,400-              |

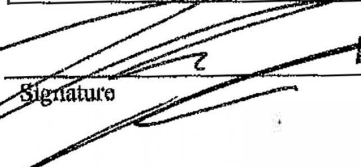
|  |           |
|--|-----------|
| <b>Total Base Bid Schedule A in NUMBERS:</b> | 199,299 — |
|--|-----------|

|  |   |
|--|---|
| <b>Total Base Bid Schedule A in WORDS:</b> | ONE HUNDRED NINETY NINE THOUSAND<br>TWO HUNDRED NINETY NINE Dollars<br>and NO Cents |
|--|---|

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents.

The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No. 1012408, Class A (REQUIRED AT TIME OF AWARD).

|                               |  |
|-------------------------------|--|
| Legal Business Name of Bidder | GIBSON . INC.                              |
| Business Address              | 5114 Elton Street, Baldwin Park, CA. 91706 |
| Business Tel. No.             | 626-699-2380                               |

|  |          |                   |
|--|----------|-------------------|
|  | 10/12/20 | PRESIDENT / SECT. |
| Signature  | Date     | Title             |

|           |      |       |
|-----------|------|-------|
| Signature | Date | Title |
|-----------|------|-------|

|           |      |       |
|-----------|------|-------|
| Signature | Date | Title |
|-----------|------|-------|

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On OCT 12 2020 before me, Senka Grbavac, Notary Public  
(insert name and title of the officer)

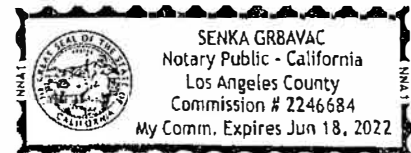
personally appeared Kriston Grbavac, President  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 Senka Grbavac

(Seal)



## INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation: GRBCON, Inc.

Business Address: 5114 Elton Street, Baldwin Park, CA. 91706  
Telephone and Fax Number: 626-699-2380 & 626-699-2457

California State Contractor's License No. and Class: 1012408, A, C-42  
(REQUIRED AT TIME OF AWARD)

Original Date Issued: 3/29/16 Expiration Date: 3/31/2022

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

John Gavigan, PM

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

| Name                       | Title          | Address   | Telephone              |
|----------------------------|----------------|---|------------------------|
| <u>Kristion Grbavac</u>    | <u>Pres</u>    | <u>5114 Elton Street, Baldwin Park, CA. 91706</u> | <u>626-699-2380</u>    |
| <u>Gordon A. Grbavac</u>   | <u>VP.</u>     | <u>" " " " " " " "</u>                            | <u>" " " " " " " "</u> |
| <u>Gordon Grbavac, Sr.</u> | <u>VP, RMO</u> | <u>" " " " " " " "</u>                            | <u>" " " " " " " "</u> |

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

NA

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

NA

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with project owners (public agencies, private companies, etc...) in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

NA

Briefly summarize the parties' claims and defenses;

NA

State the tribunal (i.e., Superior Court, American Arbitration Association, etc.) the matter number and outcome.

NA

Have you ever had a contract terminated by the owner/agency? If so, explain.

NA

Have you ever failed to complete a project? If so, explain.

NA

Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.

NA

For any projects you have been involved with in the last 5 years did you have any claims or actions:

Circle One

1. By you against the owner?  
Yes / ☒ No
2. By the owner against you?  
Yes / ☒ No
3. By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc...)  
Yes / ☒ No
4. By Subcontractors (Stop Notices, etc.)  
Yes / ☒ No

5. Are any claims or actions unresolved or outstanding? Yes ☒ No

If yes to any of the above, explain. (Attach additional sheets, if necessary)

N/A

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Subscribed and sworn to before me By  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Republic)

(SEAL)

\_\_\_\_\_  
(print name of Owner or  
President of Corporation/Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

10/12/2020

(Date)

\_\_\_\_\_  
(Signature of Secretary of Corporation)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

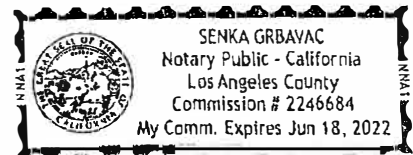
On OCT 12 2020 before me, Senka Grbavac, Notary Public  
(insert name and title of the officer)

personally appeared Kristion Grbavac, President  
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 *Senka Grbavac* (Seal)



## REFERENCES

(Contractor must use this form!!! Please print or type).

Bidders Name GRB CON, INC.

**FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.**

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$15,000, provide the following information:

1  
Project Name/Number WORK ORDER #7

Project Description POINT REPAIR AND MH REHABILITATION

Approximate Construction Dates From to JAN 2020 - FEB 2020

Agency Name City of Anaheim

Contact Person Jonathan Heffernan Telephone ( (714) 765-6903 )

Original Contract Amount \$ 24,900 Final Contract Amount \$ 40,031

If final amount is different from original, please explain (change orders, extra work, etc.)

ADDITIONAL REPAIR LOCATION ADDED

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

NO

2  
Project Name/Number FY20 COVINA SEWER MAIN

Project Description UPSIZE SEWER MAIN & INSTALL NEW MHS.

Approximate Construction Dates From MAR 2020 to MAY 2020

Agency Name City of Covina

Contact Person Rafael Fajardo Telephone ( (626) 384-5400 )

Original Contract Amount \$ 438,630 Final Contract Amount \$ 540,757

If final amount is different from original, please explain (change orders, extra work, etc.)

ADDITIONAL LIMITS TO PIPE & ADDITIONAL  
PAVING

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

NO

3

Project Name/Number GUENDAKS SEWER

Project Description 2600 LF of 15" & 18" VCP

Approximate Construction Dates From July 19 to ~~7/19/99~~ FEB 20

Agency Name CITY OF SAN FERNANDO

Contact Person PATSY OROSLO Telephone ( ) 818 898-1224

Original Contract Amount \$ 1,092,495 Final Contract Amount \$ 1,330,107

If final amount is different from original, please explain (change orders, extra work, etc.)

ADDITIONAL WORK, REDESIGN OF SEWER

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

NO

4

Project Name/Number SEWER SADDLE 89700R1

Project Description Sewer lateral & 35' of 6"

Approximate Construction Dates From Sept. 18 to OCT. 18

Agency Name Los Angeles Dept. of Water & Power

Contact Person Sungar Ardian Telephone ( ) 213 792-4854

Original Contract Amount \$ 125,702 Final Contract Amount \$ 125,702

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

NO

5

Project Name/Number WESTWOOD BLVD SEWER

Project Description 40' x 8' VLT & 2 MHS

Approximate Construction Dates

From July 18 to Oct. 18

Agency Name CITY OF CULVER CITY

Contact Person Mate Gaspar Telephone ( ) 310 849.8944

Original Contract Amount \$ 127,221 Final Contract Amount \$ 127,221

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

6

Project Name/Number FT 17/18 SEWER MAINS

Project Description 9000 OF CIPP, 275 OF BURSTING, 14 POINT REPAIRS

Approximate Construction Dates

From FEB 2018 to Sept. 18

Agency Name CITY OF NORWALK

Contact Person Julian Lee Telephone ( ) 562.209 4915

Original Contract Amount \$ 635,444 Final Contract Amount \$ 699,000

If final amount is different from original, please explain (change orders, extra work, etc.)

ADDITIONAL CIPP

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

NO

Attach additional sheets if necessary.

Upon request, the Contractor may be required to attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

**Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.**

# Tihomir (Tim) Grbavac

## EDUCATION

Citrus College  
Associates Degree in Business Management

## EXPERIENCE

*GRBCON, Inc., Baldwin Park, CA*

Superintendent/Operator (Local 12)

2019 - Present

- Working closely with the estimating department and bringing a more technical point of view during the bid process.
- Brings over 23 years of sewer and storm drain construction experience to the firm from previous employer(s).
- Working closely with Management to ensure schedules are met.
- Effectively communicates changes in field condition to ensure proper notification to ownership
- Subcontractor management, ensuring adherence to respective city standards
- Handle relationships with material suppliers, dispatch of subcontractors
- Acting liaison between firm's management and agency
- Daily Project Record Keeping, As-Built Management
- Operator for all forms of heavy equipment
- Ensure strict adherence to safety procedure

*Vasilj, Inc., Irwindale, CA*

Superintendent/Operator (Local 12)

2002 - 2019

- Working closely with the estimating department and bringing a more technical point of view during the bid process.
- Working closely with Management to ensure schedules are met.
- Effectively communicates changes in field condition to ensure proper notification to ownership
- Subcontractor management, ensuring adherence to respective city standards
- Handle relationships with material suppliers, dispatch of subcontractors
- Acting liaison between firm's management and agency
- Daily Project Record Keeping, As-Built Management
- Operator for all forms of heavy equipment
- Ensure strict adherence to safety procedure
- Construction of Various City of LA SSRP and ESR Projects
- Specified knowledge in Pipe Bursting, CIPP, Point Repairs and DAR Work. (Media Attached)

*Grigo and Gordon Grbavac Construction Co. Inc., Baldwin Park, CA*

Foreman/Operator (Local 12)/Driver (Class A)

1996-2002

- Operating all forms of heavy equipment
- Managerial Foreman, responsible for scheduling of subs, material delivery, daily records, as-builts, agency meetings.

## SKILLS/LANGUAGES

- Proficient in Croatian, English and Spanish
- Confined Space Certification
- CPR/First Aid Certification
- Competent Person Certification
- Heavy Equipment Operator Safety Certified
- OSHA 10/30

# John Gavigan

## EDUCATION

*Pasadena City College*  
Associates Degree in Business Management

## EXPERIENCE

*GRBCON, Inc., Baldwin Park, CA*

Vice President/Project Estimator and Manager

2019 - Present

- Estimate and Manage Public Works Project
- Change order dispute management
- Value engineering
- Brings over 30 years of sewer and storm drain construction experience to the firm from previous employer(s)
- Working closely with field management to ensure expedient construction
- Effectively communicates changes in field condition to ensure proper notification to ownership
- Subcontractor management, ensuring adherence to respective city standards
- Handle relationships with material suppliers, dispatch of subcontractors
- Daily Project Record Keeping, As-Built Management

*Vasilj, Inc., Irwindale, CA*

Project Estimator and Manager

2003 - 2019

- Estimate and Manage Public Works Project
- Change order dispute management
- Value engineering
- Working closely with field management to ensure expedient construction
- Effectively communicates changes in field condition to ensure proper notification to ownership
- Subcontractor management, ensuring adherence to respective city standards
- Handle relationships with material suppliers, dispatch of subcontractors
- Acting liaison between firm's management and agency
- Daily Project Record Keeping, As-Built Management
- Specified knowledge in Pipe Bursting, CIPP, Point Repairs and DAR Work. **(Media Attached)**

*E.C. Construction Co., South El Monte, CA*

Laborer, Superintendent, Project Manager/Estimator

1990 - 2003

- Estimate and manage surface restoration project
- Assist the firm with bidding private and public works projects
- Assist the firm with soliciting subcontractor wet utility bids
- Laborer on paving and concrete crews

## SKILLS/LANGUAGES

- Proficient in English and Spanish
- Confined Space Certification
- CPR/First Aid Certification
- Competent Person Certification

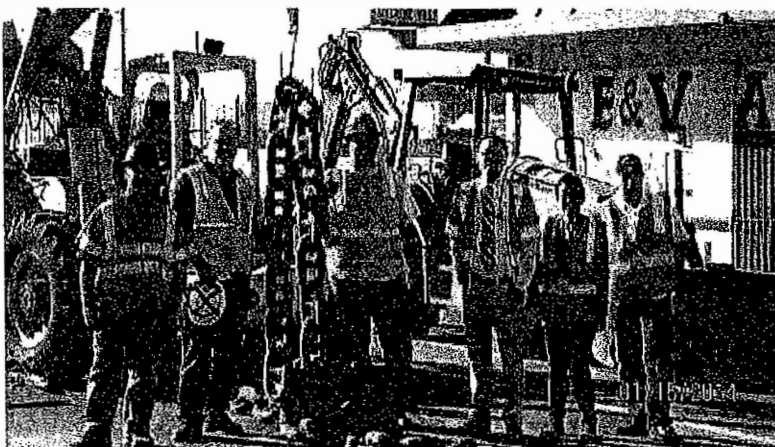
# NEWSLETTER

## BOE's Harbor District Completes Major Pipe Bursting Project 6200 Feet of Pipe Sets a New Record for City of L.A.!

As part of the City of Los Angeles' settlement agreement with the U.S. Environmental Protection Agency, California Regional Water Quality Control Board, Santa Monica Baykeeper, et al, the \$2.1M Secondary Sewer Renewal Program (SSRP) 106A Anaheim St & Broad Ave/T06B Fries Ave and Pier A St sewer project rehabilitated aging secondary pipelines in the Wilmington area of the City.

The 3.12 mile long project was bid as open-cut/lining, with much of the open-cut work being the upsizing of existing 8, 10, 12 and 14-inch sewer lines in some of the most congested streets of Wilmington. In an effort to reduce impact to the surrounding neighborhoods, mitigate anticipated groundwater, and deal with the high volume of underground utilities present in the refinery-rich area of Wilmington, the contractor, Vasilj Inc., proposed pipe bursting as a no-cost alternative. Vasilj, with subcontractor Mocon Trenchless, recently completed the installation of approximately 43,000 feet of 10 to 20-inch sewer pipe for the City of Covina which won an APWA Southern California Chapter Project of the Year (2013).

Pipe bursting is a well-established method



l to r: Rob Morrow- President, Mocon Construction, John Gavigan-Project Manager, Vasilj Inc., Tim Grbavac-Superintendent, Vasilj, Inc., Gary Lam-Harbor District Project Manager, Lynn Hananit-Cummings-Harbor District Project Engineer, Rich Clark-Con Ad Project Inspector.

for trenchless replacement of pipe wherein the existing sewer pipe is broken by fracturing or splitting (using a mechanically applied force or bursting tool) and a new pipe of the same or larger diameter is pulled in behind it. Existing house laterals and wyes are reconnected manually to the new pipe by excavations made at each house location.

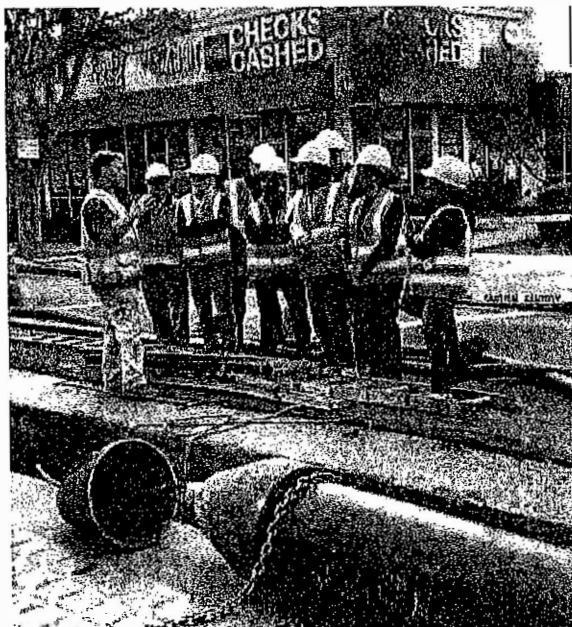
The City has utilized pipe bursting previously on sewer projects, but not to the extent of this project; 22 sewer reaches totaling 6200 LF of pipe set a new record for the City of Los Angeles! A total of 21 bursts were made on the project. The average burst was about 300 feet in length with one as short as 80 feet (to burst under a high pressure hydrogen line) and the longest burst was 450 feet.

Due to the different

conditions present amongst the 22 adjacent sewer reaches, two types of bursting machines were used on the project. A pneumatic system utilizing a bursting tool driven by compressed air was used on the T06A portion of the project where deeper sewers, larger degrees of upsizing and denser soils were encountered. A static system wherein the bursting tool is basically pulled through the existing pipe (no hammering action), was used to pull the larger diameter 16 inch pipe in the T06B portion of the project. Both systems require the construction of pits for inserting and retrieving the bursting tool, except in the case where a reversible type-pneumatic machine is used. The reversible machine is designed to back itself out through the installed pipe and therefore eliminates the need for a retrieval pit. This machine was used in the heavily congested Anaheim-Avalon intersection where traffic would have been highly impacted by the construction of a retrieval pit.

The Bureau of Sanitation has supported the use of pipe bursting because pipe bursting typically utilizes high density polyethylene pipe (HDPE) fused as one continuous piece of pipe. In the long-term, this pipe will provide better protection from root damage and potential groundwater inflow/infiltration. Other construction benefits include less traffic disturbance, shorter replacement time, less

(continued on page 2)



Rob Morrow explains Pipe Bursting to WCDF and WCCD Engineers during a site visit.



Pipe Bursting Project continued from page 1

business interruption, and ordered surface paving. Negative impacts of using this method of construction include the generation of considerable noise by the pneumatic system, and the need for large work space in relatively close proximity to the work for fusing the 40 foot lengths of pipe into a single length. One caveat is that once pipe bursting operations commence, they must be completed without interruption as the sewer laterals are disconnected during the process and must be reconnected immediately after the new pipe is installed.

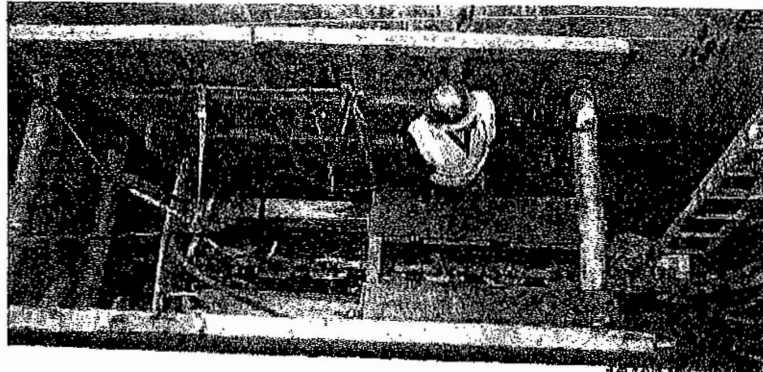
John Gavigan and Tim Ghavac of Vasilj, and Rob Morrow of Mocan Trenchless evaluated the conditions present on the project and determined that the soil conditions and sewer characteristics were compatible with pipe bursting. The bursting route on this project went through mainly commercial developments of Wilmington and crossed Harry Bridges Blvd, a main thoroughfare for container truck traffic accessing the Port of Los Angeles (POLA). As POLA was also constructing a major grade separation project and performing shipping terminal renovations, it was a constant challenge to coordinate truck and construction traffic throughout the project. Crystal Kiltian, Transportation Engineer with the Southern Office of LADOT was instrumental in assisting the project team with the sequencing of lane closures amongst the multiple projects. Staff from Council District 15 met regularly with residents to keep them informed of the construction schedules and impacts.

Kudos to the residents and businesses of Wilmington who endured the noise generated by the pipe-bursting activities, but understanding that the result would be a significantly shortened construction time.

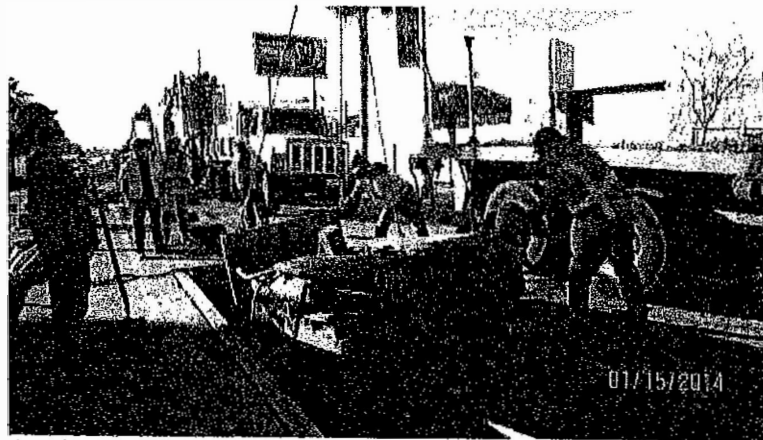
There were some unexpected challenges. The first burst of the project took three hours to burst 300 feet of 8-inch pipe being upsized to 10-inch, a rather typical burst for the conditions present. However, the adjacent reach, although being upsized from 8-inch to 12-inch pipe, encountered unknown ground conditions that required close to 30 non-continuous hours to burst.

In other reaches, we unexpectedly found 12" and 14" diameter pipes heavily laden with sediments. During the bursts, intermediary maintenance holes filled 6-8 feet high with sludge which had to be removed by hand before the sewer system could be returned to use. Winching cables were broken a few times, fortunately occurring within retrievable distances of the constructed retrieval pits or near planned excavations for reconnecting sewer laterals.

An undocumented high pressure hydrogen gas line located within a foot of our sewer and in a utility-congested intersection also



Static Bursting Machine.



Static Bursting Machine being lowered into pit.

proved to be quite challenging. Lots of hand digging, utility company "stand-by" alerts and coordination, and adjustment of bursting rates resulted in a successful bursting run. Ground water was kept at bay by scheduling the work at low tides and with only minor encounters.

Various differing site conditions (contaminated soil, substantially deeper sewer invert depths) were found throughout the project that resulted in change order costs. However, these costs would have been substantially more had the project been built using the contract specified open-trenching methods. The pipe bursting method suggested by Vasilj, Inc., resulted in a savings to the City of about \$150,000.

The project was designed by WCHD staff. Sean Zahedi and Romulo Samonte, and construction was managed by Lynn Hannal-Cummings and Gary Lam of the Harbor District Office. Inspection was provided by District 4 inspectors with Jim Cassley being the Principal Inspector and Rich Clark being the lead inspector. Survey was provided by

the Harbor District Survey staff of Mark Santistevan, Froilan Nero and Daniel Santistevan. Staff from the BOS-South Yard under the direction of Wayland Marzoff assisted with some of the sewer cleanings and Vasilj foreman, Tim Ghavac was exceptional in coordinating the work and keeping the City team informed of necessary changes. Council District 15 staff members, Gabriela Medina and Nicole Wells and BPW Public Works Affair Officer Ron Charles provided much appreciated communication with the residents of Wilmington.

Kent Welbing, representing the Engineer at Design, is currently preparing Pipe Bursting Specifications to be included in the next revision of the Brown Book. This will facilitate future pipe bursting operations by providing quality control and performance requirements. Vasilj hopes to do more pipe bursting projects in the City. As the project was completed on schedule and within budget, they are off to a good start.

Congratulations go to everyone involved with the project.



## Covina Sewer Replacement

The city of Covina, CA is populated by more than 49,000 people and is serviced by 121 miles of pipe infrastructure. When the city needed over 6.2 miles of underground sewer pipe replaced in 2011, HDPE provided a reliable, durable, and affordable solution.

On top of the replacement of over 33,000' of vitrified clay pipe, the project had to pass through heavily trafficked areas such as schools, hospitals, residences, and main and secondary streets. HDPE allowed for minimal disturbance to the city and installation in areas with difficult or limited access. The city also experienced tremendous savings on the project, coming in at almost \$8 million under budget instead of cost overruns. Pipe bursting often cost as little as \$71 per linear foot whereas open cut never cost less than \$95 a foot.

Willdan Engineering and Vasilj, Inc. worked with Mocon Trenchless Corporation on the project, which was one of the "larger pipe bursting projects in Southern California" ever attempted. The project totaled 33,112' of 8"-12" DR11 HDPE and ran a complex route under residential, commercial, hospital, and industrial areas. The pipe bursting was divided into 97 runs averaging over 300'. Crews faced additional challenges from a cul-de-sac, trailer park, and baseball field, but reversible bursting tools from TT Technologies allowed them to work without an exit pit for some bursts and avoid the extra construction.



*HDPE allowed the city of Covina to install a new pipeline without disruption of important community areas like a hospital, baseball field, neighborhoods, and trailer park.*

In under a year and a half Covina's pipe project was completed, having provided minimal disruption during pipe bursts and saved the city millions. With the durability and resistance to corrosion of the HDPE, the city does not need to replace this pipeline again for the next century.

Source:

<http://ucononline.com/2013/10/02/major-ca-bursting-project-proves-very-cost-effective/>

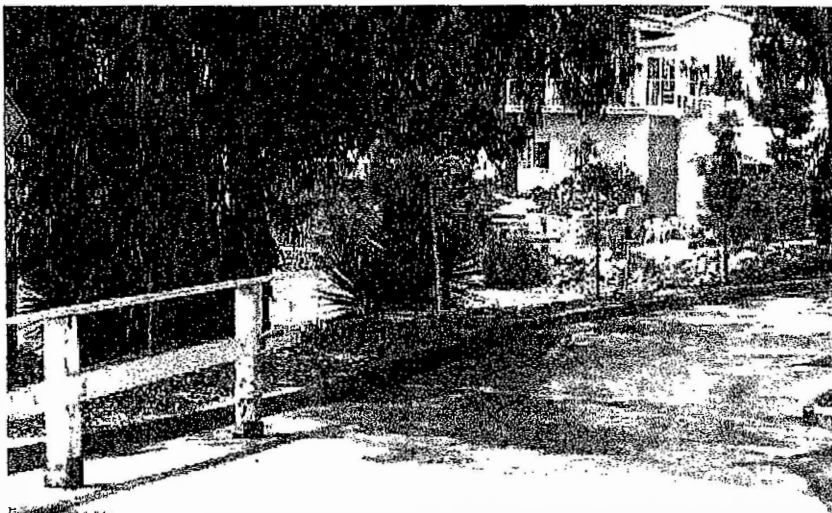
# Newsletter

## Community Lauds Carolina St. Emergency Storm Drain Project

The Carolina Street Emergency Storm Drain Project is substantially complete, significantly ahead of schedule and under budget. The project has received many favorable comments from local constituents.

In 1929, half of Paseo del Mar St. dropped 6-10 feet. The foundation of an abandoned 1920's seaside hotel shows where shore visitors used to admire the view out to Catalina Island, before earth movement forced abandonment of the building. Dubbed by locals the "Sunken City," to the southeast, dropped 30 and more feet, and now has the landscape of the Dakota badlands. The storm drain project picks up stormwater runoff that formerly discharged from the landslide-shortened dead end of Carolina Street. Water that formerly left the end of Carolina St. disappeared into a briar-patched depression and was not seen again.

Nearly 700 feet of heavy solid-wall High Density Polyethylene (HDPE) pipe, weighing up to 43 pounds per foot of length, was installed under Carolina and Shepard Streets to connect to the existing Shepard St-Pacific Ave storm drain. The contractor, Vasilj Inc., did a highly professional job of joining and handling heavy 100 foot sections of fused HDPE. The contractor's traffic control safety and job-site concern for the public was exemplary, limiting inconvenience to the minimum necessary.



New catch basin with flowline remodeling.

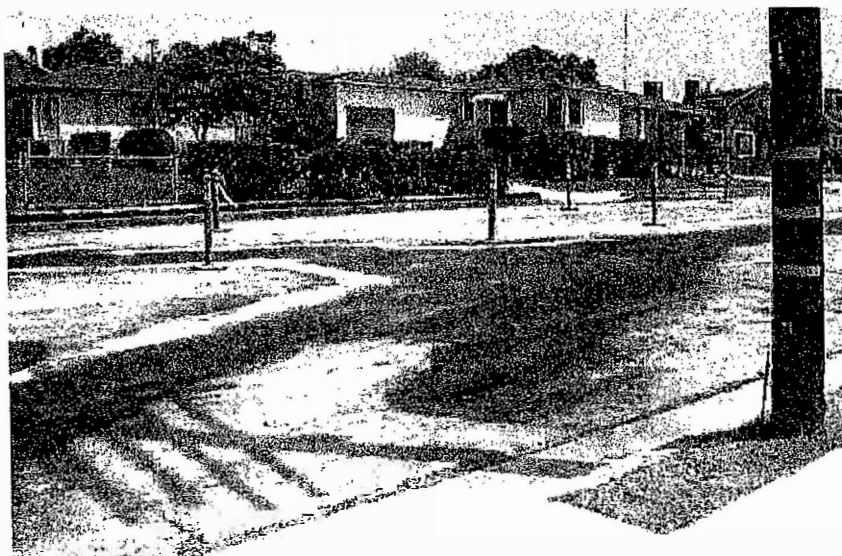
Said Ted, a resident at the end of Carolina Street, "This project is the best thing that's happened since I bought my house here in the 1960's." A neighboring resident couple said it was "awesome" and "beautiful" and an excellently executed project.

Cindy Fowler of Councilmember Janice Hahn's staff said, "Thank you all. . . The pictures make the cul-de-sac look amazing. Thank you again for getting this done prior to

rainy season (LOL) and to the admiration of the constituents. Thank you for helping our office look good. I will let the Councilwoman know what a great job you all did."

Recognition goes to Vasilj Construction Inc., Josip Vasilj, John Gavigan, Tim Grbavac and crew, under the steady, long-continuing stewardship of Councilmember Janice I Hahn, Council District Director Dolores Cantales, and Staff Cindy Fowler, Ana Bozic, and Reginald Zachery, with the management of Susan Shu, Stormwater Group Manager, Ding Lee, Project Manager, and Joe Tyler, Principal Construction Inspector, with assistance of Mark Osborne, Geotechnical, and under the direction and guidance of Lawrence Cuaresma, District Engineer, Roberto de Lenn, Civil Engineer, and Lance Graab, Construction Inspector, with the excellent design of Lari Walsh, assistance of Andres DeLaCruz and Alan Lee, construction management of Chris Trinidad and Carlton Jones, and with the invaluable advisement of Pablo Vasquez, Lynn Hanami-Cummings, and Jim Corralejo, and assistance of Arianne Coleman and Donna Preston and the rest of Harbor District staff, (whew!).

Carlton Jones, the project engineer, said, "Vasilj Construction has done beautiful work here, and with the careful oversight of C.I. Lance Graab, produced an economical, top quality project for the City and its residents. Tidying up is in process and final inspection will be in the works shortly."



The location of three converging 18 and 21" solid wall HDPE pipe branches, as clearly visible in this photo.



John Gavignani, Vasilj contractor; Mohammad Fakih WCCD, Kendrick Okuda WCCD, Tim Garza-back, Vasilj and Jorge Bustamante Contract Administration.

## First Settlement Agreement Project Completed Ahead of Schedule Sepulveda Sherman Oaks Valley Meadow Sewer Project

The City of Los Angeles Has entered into an agreement with U.S. Environmental Protection Agency and others to upgrade its massive wastewater infrastructure. The Sepulveda Sherman Oaks Valley Meadow Sewer Project is being built under this agreement.

The project involves the construction of three contiguous sewer segments of 10-15-inch diameter pipeline and stainless steel secondary containment sleeves; 1500 linear feet of 10-inch, 2000 linear feet of 12-inch and 1400 linear feet of 15-inch diameter VCP pipe; and appurtenant maintenance hole structures. This new segments will relieve the existing sewers in Sepulveda Boulevard between Fume Street and Sherman Oaks Ave, which are flowing at or above capacity. The existing sewer is approximately 5100 foot in length and 8-inch in diameter. Installation of this project will necessitate abandonment and removal of approximately 2,700 feet of the existing sewer and its appurtenant maintenance hole structure. The entire alignment of the project is paved; construction took place under the existing streets within the public right-of-way at approximately 10 to 18 feet below the ground surfaces. Construction was conducted using the open trench method. Approximately 883 linear feet of 20-inch Secondary Containment Stainless Steel Sleeves was used.

The project was awarded on January 23, 2006 with completion time of 200 working

days, notice to proceed was issued on April 5, 2006. January 31, 2007 was the scheduled construction completion day. Settlement Agreement for the project completion was scheduled for January 30, 2006. That will put the project under the Settlement Agreement penalty if it passes the dead line. With this schedule 179 actual work days left to complete the work from notice to proceed date. The project faced with daily work hour restrictions 9:30 AM to 3:00 PM. Includes traffic control set up, removal and cleaning, the actual work hours were five hours per day. With all these restrictions and Utilities interference the project was 100% flow in the main line on December 28, 2006 two days before Settlement Agreement dead line.

All the thanks go to the design engineer William Briggs, who was in contact with the project from start to finish; Jorge Bustamante, Senior Construction Inspector who was at the site at all times and used his inspection experience to run this project; Mohammad Fakih, the project engineer, who was always in contact with both the design engineer and project inspector; Joan Pellico and Shirin Buckman, Field Deputies from Fifth Council District, for the support and all the help they both provided us as a team in resolving any problems rises in the district and last but not least, WCCD Managers Iftekhar Ahmed, Somsak Sasmakul and division head Kendrick Okuda, who gave all the support for this project.

## Blood Drive Today

In response to the extreme shortage of blood, the Community Development Department has scheduled a blood drive on:

Wednesday, February 14, 2007

9:00 am to 3:00 pm

1200 W. 7th St. (the Garland Building)

4th floor conference room.

At the present time, there is less than a one-day supply of blood (a five-day supply is recommended). Please consider making an appointment to donate today. Invite a friend or coworker to donate with you. The Garland Building is served by both DASH routes A and E. Walk-ins are also welcome, especially between 11 am and 1 pm.

This year, instead of candy and roses, give the gift of life—give blood!

## Moore on APWA Board

Public Works Public Affairs Office press release: LOS ANGELES (February 7, 2007) • Los Angeles City Engineer, and Sierra Madre resident, Gary Lee Moore was installed into the 2007 Board of Directors of the American Public Works Association, Southern California Chapter, announces City of Los Angeles Board of Public Works President Cynthia Ruiz. About 300 APWA members and guests attended the recent installation ceremony at the Richard M. Nixon Library in Yorba Linda.

Now in his second term, the City Engineer serves on a six-member board that governs and oversees the affairs of the APWA Chapter that covers Orange, Los Angeles, Riverside and San Bernardino Counties with branches in the Inland Empire, Coachella Valley and the High Desert.

"APWA is an excellent organization and I'm pleased to serve on the Board of Directors again this year," said Moore. "The Chapter promotes Engineering as a major Public Works component and it's very important to me to give back much of the knowledge and expertise I've gained in this field to help others succeed."

As City Engineer, Moore leads the City's Bureau of Engineering, with a work force of more than 1,100 engineers, architects, surveyors and support staff and an annual operating budget of \$123 million. He oversees 650 active projects totaling \$4 billion and leads the Bureau in design and construction of all public facilities such as fire stations, libraries, police stations, animal care facilities and the zoo. In addition, he is responsible for projects involving parks, streets, wastewater treatment plants, sewers, storm drains and the regulation of private development affecting the public right-of-way.



**Happy Valentine's Day!**

Engineering Newsletter - 2/14/07

## DESIGNATION OF SURETIES

Bidders name GRECON, INC.

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

① Surety Bonds / (BID / PERF / PAYMENT)

CSBA

1411 N. Bartavia, Suite 201, Orange, CA. 92867

Office: 714-516-3601

② Insurance (Auto / GL / WC / Pollution)

Adamson & McGoldrick Insurance

1150 E. Orangethorpe Ave., Suite 100

Placentia, CA. 92870

Office: 714-257-9644



Bidders name GRBLON, INC.

[illegible]

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name GRBLON, INC.

Record Last Five (5) Full Years  
Current Year of Record

|   | Current<br>Year of<br>Record | 2019       | 2018       | 2017      | 2016      | 2015 | Total  | Year |
|---|------------------------------|------------|------------|-----------|-----------|------|--------|------|
| No. of contracts  | 8                            | 5          | 7          | 10        | 3         | 0    | 33     | 1.   |
| Total dollar<br>Amount of<br>Contracts (in<br>Thousands of \$)  | \$2.0M                       | \$2.8<br>M | \$2.9<br>M | \$421,000 | \$151,200 | 0    | \$8.9M |      |
| No. of fatalities   | 0                            | 0          | 0          | 0         | 0         | 0    | 0      |      |
| No. of lost<br>Workday<br>Cases   | 0                            | 0          | 0          | 0         | 0         | 0    | 0      |      |
| No. of lost<br>workday cases<br>involving<br>permanent<br>transfer to<br>another job or<br>termination of<br>employment | 0                            | 0          | 0          | 0         | 0         | 0    | 0      |      |

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder GRBLON, INC.

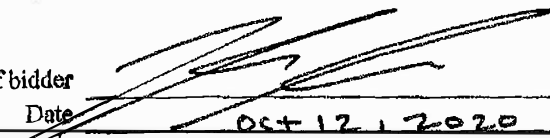
Business Address: 5114 ELTON

Business Tel. No.: 626 699 2380

State Contractor's License No. and Classification: 1012408-A4C42

Title PRESIDENT

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder   
 Date OCT 12, 2020  
 Title PRESIDENT

Signature of bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_

Signature of bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_

Signature of bidder \_\_\_\_\_  
 Date \_\_\_\_\_  
 Title \_\_\_\_\_

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by notarized signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners/joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

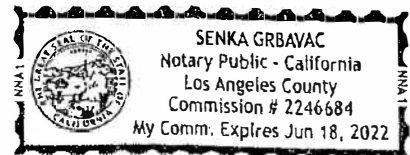
On OCT 12 2020 before me, Senka Grbavac, Notary Public  
(insert name and title of the officer)

personally appeared Kristion Grbavac, President,  
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 *Senka Grbavac* (Seal)



 **COPY**

GRBCON, Inc.  
*A California Corporation*

Meeting of the Board of Directors  
Dated: January 7<sup>th</sup>, 2016

**Corporate Resolution Regarding Contractual Authority**

Following the establishment GRBCON, Inc. on 12/24/15, its Board of Directors has met on January 7<sup>th</sup>, 2016 and have granted Kristion Grbavac the authority to enter into binding agreements on behalf of the Corporation. Kristion Grbavac shall occupy the positions of CEO, Secretary, Treasurer, and member of the board. Gordon Anthony Grbavac shall serve as Vice President and member of the board.

When, and if requested, Kristion Grbavac shall have the ability to enter into contractual agreements on behalf of the firm and to sign in the capacities as the officers mentioned above.

IN WITNESS THEREOF, Gordon Anthony Grbavac and Kristion Grbavac have executed this written consent dated January 7<sup>th</sup>, 2016.

Affix Corporate Seal

  
\_\_\_\_\_  
Kristion Grbavac, Director

CEO, Treasurer and Secretary

Dated: January 7<sup>th</sup>, 2016

  
\_\_\_\_\_  
Gordon Anthony Grbavac, Director

Vice President

Dated: January 7<sup>th</sup>, 2016

**NON-COLLUSION AFFIDAVIT**  
( TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID )

State of California )SS.

County of Los Angeles

KRISTION GRBAVAL, being first duly sworn, deposes and says that he or she is  
PRESIDENT of GILBLON, INC., the party making the foregoing bid, in accordance  
with Public Contracts Code Section 7106, declares that the bid is not made in the interest of, or on behalf  
of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is  
genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any  
other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived,  
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding;  
that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or  
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit,  
or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public  
body awarding the contract of anyone interested in the proposed contract; that all statements contained in  
the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or  
any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid,  
and will not pay, any fee to any corporation, partnership, company, association, organization, bid  
depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Project Name: 2020 SEWER REPLACEMENT

Legal Business Name of Bidder GILBLON, INC.

Business Address 5114 ELTON ST. BALDWIN PARK, CA 91706

Business Tel. No. 626 699.2380

Signature of bidder

Title PRESIDENT

Date: 09.12.2020

Signature of bidder

Title PRESIDENT

Date: OCTOBER 12, 2020

Subscribed and Sworn to before me on

(Notary Seal)

Signature

Notary Public

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

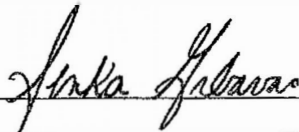
On OCT 12 2020 before me, Senka Grbavac, Notary Public  
(insert name and title of the officer)

personally appeared Kristin Grbavac, President,  
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.

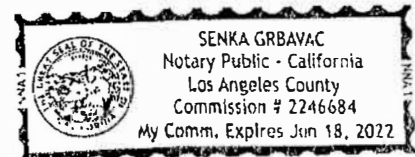
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## LIST OF SUBCONTRACTORS TO ACCOMPANY PROPOSAL

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid.

| Subcontractor's Name, Address,<br>Telephone #                                      | Bid<br>Item<br>Number | Percent<br>Of Total<br>Bid | Description of Work | Percent of<br>Total Bid |
|--|-----------------------|----------------------------|---------------------|-------------------------|
| ALL AMERICAN<br>ASPHALT<br>PO BOX 2229 CORONA<br>951 736-7400<br>2167073 100001051 | A-7                   | 12%                        | GRIND & PAVE        | 12%                     |
|  |                       |                            |                     |                         |
|  |                       |                            |                     |                         |
|  |                       |                            |                     |                         |
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|  |                       |                            |                     |                         |
|  |                       |                            |                     |                         |

Bond No. CSBA-15291 Bond Premium N/A

## **BID BOND TO ACCOMPANY PROPOSAL**

**KNOW ALL PERSONS BY THESE PRESENTS** that:

WHEREAS the City of Stanton, has issued an invitation for bids for the work described as follows:  
2020 Sewer Replacement Project

WHEREAS Grbcon, Inc., 5114 Elton Street, Baldwin Park, CA 91706

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and Harco National Insurance Company  
2400 E. Katella Ave., Suite 250, Anaheim, CA 92806

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of Ten Percent of Amount Bid

Dollars (\$ 10% ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT,** if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 6, 2020

"Principal"

Grbcon, Inc.

5114 Elton Street, Baldwin Park, CA 91706

By: 

Its

By: 

Its

**PRESIDENT**

By: 

By: 

By: 

"Surety"

Harco National Insurance Company

2400 E. Katella Ave., Suite 250, Anaheim, CA 92806

Its 

Michael D. Stong Attorney-in-Fact

Its

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside )

On October 6, 2020 before me, R. Nappi, Notary Public  
(insert name and title of the officer)

personally appeared Michael D. Stong  
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.

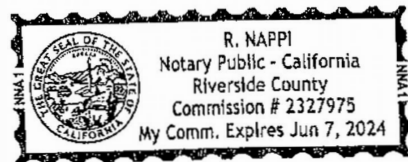
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

R. Nappi

(Seal)





# POWER OF ATTORNEY

Bond No. CSBA-15291

## HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHAEL D. STONG, BEN STONG, DWIGHT REILLY, DANIEL HUCKABAY, ARTURO AYALA, FRANK MORONES,  
SHAUNNA ROZELLE OSTROM, R. NAPPI

Orange, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents  
on this 31st day of December, 2019



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2019, before me came the Individual who executed the preceding Instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said Instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,  
New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

### CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 6th, 2020

Irene Martins, Assistant Secretary

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On OCT 12 2020 before me, Senka Grbavac, Notary Public  
(insert name and title of the officer)

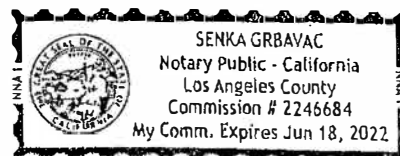
personally appeared Kriston Grbavac, President  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 Senka Grbavac

(Seal)



## PREBID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

GRBLON, INC.

Date: 10/12/2020

Persons who inspected site of the proposed work for your firm:

Name JOHN GARIGAN

Date of Inspection 09.9.2020

Title PROJECT MGR.

Name \_\_\_\_\_

Date of Inspection \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF STANTON  
PUBLIC WORKS DEPARTMENT**



**ADDENDUM NO. 1**

**2020 Sewer Replacement Project**

**DATE: October 07, 2020**

**BY:**

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line.

**Public Works Director/City Engineer**

**TO: ALL PLAN HOLDERS**

**1. Notice Inviting Bids:**

This Addendum is issued to update the bidding process and how to submit a bid for Monday, **October 12<sup>th</sup>, 2020 at 2:00 p.m.** Bids must be submitted by a scheduled drop-off time. Please call our Public Works Department at (714-890-4204). Bids will be opened through a Zoom meeting.

- City of Stanton is inviting you to a scheduled Zoom meeting.
  - Topic: BID Opening
  - Time: Oct 12, 2020 02:00 PM
- Join Zoom Bid Opening Via Phone:  
+1 (669) 900-9128  
Meeting ID: 832 7796 1083

**END**

**ADDENDUM No. 1**

**Bidders must sign this Addendum No. 1 and submit with bid. No bid will be considered unless this signed Addendum No. 1 is attached.**

**I have carefully examined this Addendum  
and have included full payment in my  
Proposal.**

GRBCLON, INC

**Bidder's Name (Please Print)**

10/12/2020

**Date**

[Signature] PRESIDENT

**Authorized Signature & Title**

## ORDINANCE NO. 1106

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONE CHANGE ZC 20-02 TO AMEND THE CITY'S ZONING MAP FROM CG, COMMERCIAL GENERAL TO RH, HIGH DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 7161 KATELLA AVENUE**

**WHEREAS**, Government Code, Section 65800 *et seq.* authorizes the City of Stanton ("City") to adopt and administer zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

**WHEREAS**, the City has initiated a Zone Change amending the City's Zoning Map for property located at 7161 Katella Avenue ("Project Site), to facilitate the transition of the Stanton Inn and Suites site from a motel and emergency housing use to permanent supportive housing. ("Project"); and

**WHEREAS**, the RH, High Density Residential Zone, allows supportive housing and transitional housing subject to development standards; and

**WHEREAS**, on September 24, 2020, the City gave public notice that the Planning Commission would conduct a public hearing to consider the Project by posting at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the Project Site, posting the notice on the City's webpage, and making the notice available through the agenda posting process; and

**WHEREAS**, on October 7, 2020, the Planning Commission held a duly-noticed public hearing and considered the staff report, findings and recommendations regarding Section 20.610.060 of the Stanton Municipal Code, public testimony and comments on the proposed zone change and voted to forward the proposed change to the City Council with a recommendation in favor of adoption; and

**WHEREAS**, on October 15, 2020 the City gave public notice that the City Council would conduct a public hearing consider the Project by posting at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the Project Site, posting the notice on the City's webpage, and making the notice available through the agenda posting process; and

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

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The proposed project is exempt from review under the California Environmental Quality Act for the following reasons:

1. The Project is categorically exempt from CEQA pursuant to a Class 1 exemption for existing facilities. (State CEQA Guidelines, § 15301.) The Project qualifies for the Class 1 exemption because the project involves the repurposing of an existing private facility involving negligible or no expansion of use. Moreover, none of the exceptions to the categorical exemptions applies because: the proposed project is not located in a particularly sensitive environment. The improvements will be installed on an existing motel that will be repurposed for residential living in an urbanized/developed area. The cumulative impact of successive projects of this same type in the same place over time would not be significant because these types of repurposing projects are limited in size and number; there is a finite number of existing motel/hotel square footage that can be repurposed into emergency/transitional housing. Repurposing the transient use to a more permanent/transitional housing use does not involve unusual circumstances. The project is not located in an officially designated state scenic highway. Thus, the proposed project would not have an impact in this regard. Similarly, the project is not located on a site designated pursuant to Government Code section 65962.5. Finally, the proposed project does not involve any improvements, modifications, or other changes to an historical resource. Therefore, none of the circumstances outlined in Title 14, California Code of Regulations, section 15300.2 applies and the categorical exemption is appropriate.

**SECTION 2.** In accordance with the requirements as set forth in Section 20.610.060 of the Stanton Municipal Code for Zoning Map Amendments, the City Council hereby make the following findings:

1. a. The proposed amendment is consistent with the General Plan and any applicable Specific Plan;

The City of Stanton General Plan Land Use Designation for the subject property is General Commercial. General Plan Strategy LU-1.1.1 encourages land use which maximizes economic development and enhances the quality of life. The designation of General Commercial is intended to allow a full range of commercial activities. Hotels and Motels are allowed but residential land uses are not supported. Rezoning the property to high density residential continues the development pattern adjacent to the property while supporting adjacent commercial zoning to the west and supporting various housing needs for the community, particularly low-income individuals and households. There is a shortage of affordable housing across the State.

General Plan Action H-2.1.1.(a), Action H-4.1.2 (c) and Action H-4.1.2 (d) sets forward strategies to rehabilitate existing housing stock, convert motel units to permanent residential units and monitor zoning requirements for constraints impeding extremely low and very low income families from much needed housing. This rezoning effort will ensure the Stanton Inn and Suites will

transition from a motel and temporary housing for a vulnerable population to transitional, and ultimately permanent supportive housing. The proposed Zone Change is consistent with the intent and purpose of the General Plan and these goals. AB1763 requires a density bonus to be provided for a housing development in which 100% of the total units, exclusive of managers' units, are for lower income households.

General Plan Action H-4.1.4 of the Housing Element of the General Plan encourages housing types that are suitable for community care facilities, supportive housing and assisted living for special needs groups such as seniors and disabled persons.

General Plan Action H-4.1.2 (c) of the Housing Element of the General Plan directs the City to encourage the conversion of hotel/motels to permanent housing through activities such as in-kind technical assistance, modified development standards or other incentives.

General Plan Action H-4.1.7 (b) of the Housing Element of the General Plan indicates the City will modify Zoning Code to permit transitional and supportive housing.

1. b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The Zone Change allows for the transition of the motel use from temporary housing for vulnerable residents to include permanent supportive housing. The Zone Change allows by right the supportive housing land use and ensures these vulnerable residents will have safe, healthy housing and services to improve their quality of life. The High-Density Residential designation allows similar uses as found in the Zoning designations to the north, south and east of the site and is compatible with the Commercial zoning to the west. The Zone Change would promote the public interest, health, safety, convenience, and welfare of the City as it will provide for additional housing resources to serve the vulnerable population in the community.

2. The proposed amendment is internally consistent with other applicable provisions of the Zoning Code.

The Amendment to the Zoning Map to change the zone for this property from Commercial to High Density Residential is consistent with the development standards, policies and procedures included in the provisions of the Zoning Code. This map change does not create any inconsistencies or change any provisions of the Zoning Code.

3. The affected site is physically suitable in terms of design, location, shape, size operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire



protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment and disposal, etc.), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

No changes are proposed to the site design, buildings, access, parking, services or other features of the site. The affected site is built with a motel. The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment and disposal, etc.), to ensure that the requested zone designation and the proposed or anticipated uses and/o development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

No changes are proposed to the site design, buildings, access, parking, services or other features of the site. The property will not have any negative impact given the Zoning Map Amendment changing the zone for the subject property.

**SECTION 3.** The City Council adopts Zoning Map Amendment No. ZC-20-02, a true and accurate depiction of which is attached hereto as Exhibit "A," and incorporated herein by reference. The City Council's actions are made upon review of the Planning commission recommendation, the Staff Report, all oral and written comments and all documentary evidence presented on the Ordinance.

**SECTION 4.** The Ordinance for Zone Change ZC 20-01 shall not take effect and shall become null and void unless and until the associated General Plan Amendment GPA 20-01 is approved by the City Council.

**SECTION 5.** The documents and materials associated with this Ordinance that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of the record of proceedings.

**SECTION 6.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 7.** The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

**SECTION 8.** This ordinance shall be effective thirty first day following the adoption.

**PASSED, APPROVED, AND ADOPTED** this 10<sup>th</sup> day of November, 2020

---

DAVID J. SHAWVER, MAYOR

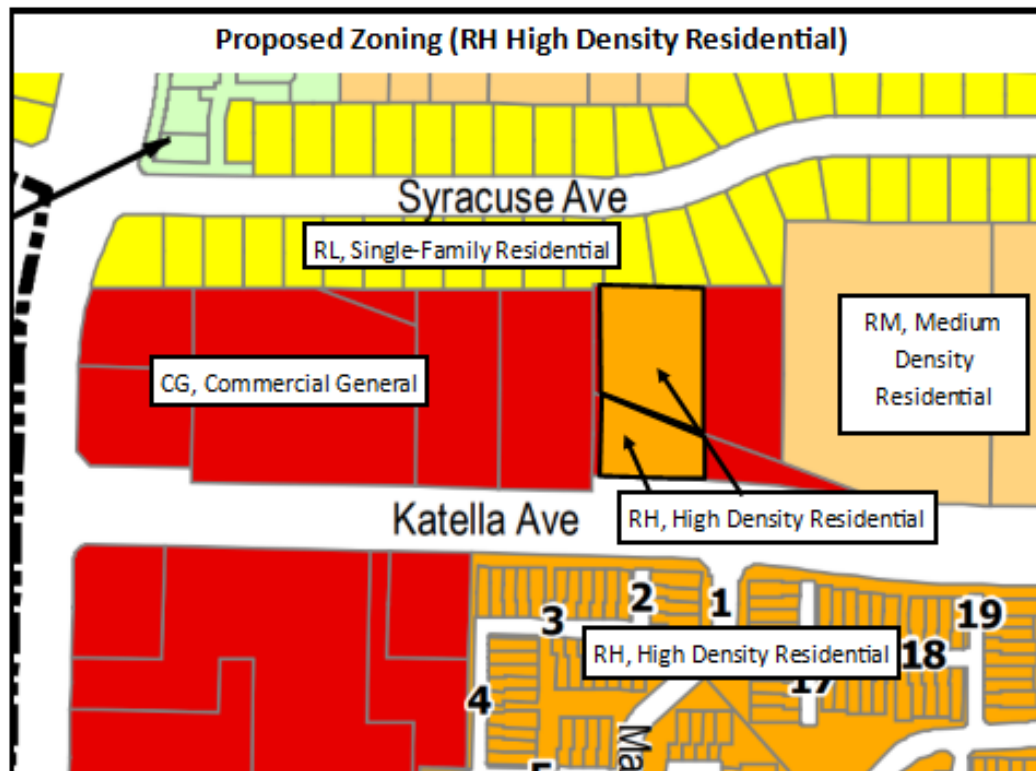
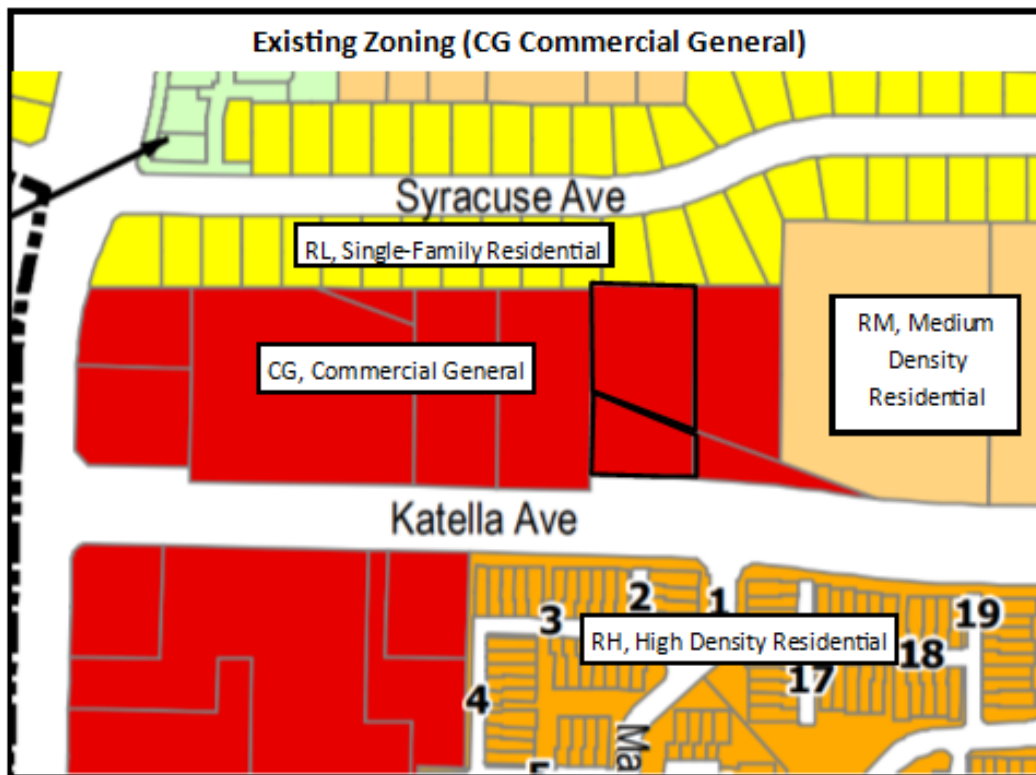
APPROVED AS TO FORM:

---

HONGDAO NGUYEN, CITY ATTORNEY

Exhibit "A"

ZONING MAP AMENDMENT NO. ZC 20-02



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

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1106 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on October 27, 2020, and was duly adopted at a regular meeting of the City Council held on November 10, 2020, by the following roll-call vote, to wit:

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

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

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

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

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