

# CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY JOINT REGULAR MEETING STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA TUESDAY, FEBRUARY 9, 2021 - 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 February 9, 2021, 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: (873 9735 4681) 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 <a href="mailto:pvazquez@ci.stanton.ca.us">pvazquez@ci.stanton.ca.us</a> 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, February 9, 2021) 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 <a href="www.ci.stanton.ca.us">www.ci.stanton.ca.us</a>.

# 1. CLOSED SESSION (6:00 PM)

2. ROLL CALL Council / Agency / Authority Member Ramirez Council / Agency / Authority Member Van

Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Taylor

Mayor / Chairman Shawver

## 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

# 4. CLOSED SESSION

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01) 8840 Tina Way, Anaheim, CA (APN 126-481-02) 8850 Tina Way, Anaheim, CA (APN 126-481-03) 8860 Tina Way, Anaheim, CA (APN 126-481-04) 8870 Tina Way, Anaheim, CA (APN 126-481-05) 8880 Tina Way, Anaheim, CA (APN 126-481-06) 8890 Tina Way, Anaheim, CA (APN 126-481-07) 8900 Tina Way, Anaheim, CA (APN 126-481-08) 8910 Tina Way, Anaheim, CA (APN 126-481-09) 8920 Tina Way, Anaheim, CA (APN 126-481-11) 8940 Tina Way, Anaheim, CA (APN 126-481-12) 8950 Tina Way, Anaheim, CA (APN 126-481-13) 8960 Tina Way, Anaheim, CA (APN 126-481-14)

8970 Tina Way, Anaheim, CA (APN 126-481-15)

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8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)
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Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton

Jarad L. Hildenbrand, Executive Director, Housing Authority Jarad L. Hildenbrand, Executive Director, Successor Agency

Trachy Family Trust, Owner Steven W. Reiss Trust, Owner

Jennie Trust, Owner Trang Trust, Owner

Triple Star Company, LLC, Owner Sky Nguyen / SN Living Trust, Owner

Steven W. Reiss Trust, Owner

Ngoc Trieu and Andy Pham, Owner

David M. Cook and Daphne Chakran, Owner

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

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

6. ROLL CALL Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Van
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Taylor
Mayor / Chairman Shawver

### 7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS None.

City Clerk, Ms. Patricia A. Vazquez requests authority of the Mayor and City Council to hear New Business Item 12A out of order.

• CITY COUNCIL APPOINTMENTS TO FILL THREE VACANCIES ON THE STANTON PLANNING COMMISSION FOR TERMS COINCIDING WITH THE CITY COUNCIL ELECTION.

#### 9. CONSENT CALENDAR

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

#### CONSENT CALENDAR

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

## **RECOMMENDED ACTION:**

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

# 9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated January 15, 2021 – January 28, 2021, in the amount of \$5,348,733.81.

### 9C. APPROVAL OF MINUTES

- 1. City Council approve Minutes of Special Meeting January 26, 2021; and
- 2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting January 26, 2021.

# 9D. DECEMBER 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of December 31, 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 December 2020.

# 9E. RENEWAL OF THE OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

The renewal of the updated Operational Area Agreement confirms the City's participation in regional emergency management efforts and enhances eligibility for state funding of response related personnel costs.

#### 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. Authorize the Mayor to sign and the City Clerk to attest to the 2020 Orange County Operational Area Agreement of the County of Orange and Political Subdivisions.

### 9F. CONTRACT AMENDMENT FOR KOSMONT REAL ESTATE SERVICES

Requested is authorization to allow the City Manager to extend the life of the professional services agreement with Kosmont Real Estate Services (formerly Kosmont Realty Corporation) to provide economic development consultation services.

Also requested is authorization to allow the City Manager to increase the rate of compensation to Kosmont Real Estate Services by ten percent.

## **RECOMMENDED ACTION:**

- 1. City Council and Authority Board declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
- 2. Approve the contract amendment with Kosmont Real Estate Services; and
- 3. Authorize the City Manager to bind the City of Stanton and Kosmont Real Estate Services in a contract to provide economic development consultation services.

## 9G. APPROVAL OF 2021 LEGISLATIVE PLATFORM

Consideration of revising the currently approved legislative platform to establish guiding principles and policy statements that will allow city staff to address legislative and regulatory issues in a timely manner.

#### RECOMMENDED ACTION:

- 1. City Council declare that the project is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
- 2. Adopt the 2021 Legislative Platform; and
- 3. Authorize the Mayor and City Manager to provide support or opposition for legislation in compliance with the Legislative Platform.

# **END OF CONSENT CALENDAR**

## 10. PUBLIC HEARINGS

# 10A. PUBLIC HEARING REGARDING REQUEST TO MODIFY SERVICES AND FEES FOR SOLID WASTE, RECYCLABLE, AND ORGANIC COLLECTION SERVICES

On September 22, 1981 the City Council awarded a solid waste franchise agreement to CR&R, and CR&R has served the Stanton community since that time. CR&R has requested modifications to its services and fees which were approved by the City Council on December 8, 2021. Pursuant to Proposition 218, the City is required to conduct a public hearing and approve the Resolution containing the proposed fees to be effective beginning April 1, 2021.

#### RECOMMENDED ACTION:

- 1. City Council declare that this item is not subject to California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
- 2. Conduct a Public Hearing; and
- 3. Adopt Resolution No. 2021-01 permitting CR&R to charge specific rates for solid waste, recyclable, and organic collection services, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA PERMITTING CR&R INCORPORATED TO CHARGE SPECIFIC RATES FOR SOLID WASTE COLLECTION SERVICES."

11. UNFINISHED BUSINESS None.

### 12. NEW BUSINESS

# 12A. CITY COUNCIL APPOINTMENTS TO FILL THREE VACANCIES ON THE STANTON PLANNING COMMISSION FOR TERMS COINCIDING WITH THE CITY COUNCIL ELECTION

The Council Member holding the seat corresponding to that numbered seat on the Stanton Planning Commission shall be responsible for appointment of one Commissioner, with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position. Section 2.06.030 also provides that the City Council, by majority vote, may waive to the requirement interview persons previously appointed by the City Council and who are requesting reappointment to another term.

# 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. Conduct an interview with each applicant; and
- 3. Make appointments to fill seats #2-Shawver, #4-Warren, and #5-Van on the Stanton Planning Commission.

# 13. ORAL COMMUNICATIONS - PUBLIC

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

• Members of the public wishing to address the Council/Agency/Authority during Oral Communications or on a particular item may do so by submitting their comments via E-Mail to <a href="mailto:pvazquez@ci.stanton.ca.us">pvazquez@ci.stanton.ca.us</a> 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.

### 14. WRITTEN COMMUNICATIONS

Number of written communications received: 1

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

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

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

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

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

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

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

Currently Scheduled: February 23, 2021 - Discussion regarding the City's

participation in the Community Choice Aggregation or

Energy program.

# 15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING FUTURE PLANS FOR THE INTERSECTION AT ORANGEWOOD AVENUE AND SANTA ROSALIA STREET

At the January 26, 2021 City Council meeting, Council Member Van requested that this item be agendized for discussion.

# **RECOMMENDED ACTION:**

City Council provide direction to staff.

# 15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE ESTABLISHMENT OF A POLICY FOR TRAFFIC CALMING MEASURES

At the January 26, 2021 City Council meeting, Council Member Van requested that this item be agendized for discussion.

# RECOMMENDED ACTION:

City Council provide direction to staff.

# 15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE FEASIBILITY OF HIRING A SECOND OUTREACH COORDINATOR

At the January 26, 2021 City Council meeting, Council Member Warren requested that this item be agendized for discussion.

## **RECOMMENDED ACTION:**

City Council provide direction to staff.

# 15G. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE ESTABLISHMENT OF A MORATORIUM ON HOUSING, HOUSING NEEDS RELATED TO STATE REGULATIONS, RHENA NUMBERS, ZONING, OVERLAY ZONES, DENSITY, AND MITIGATION / EIR'S

At the January 26, 2021 City Council meeting, Mayor Shawver requested that this item be agendized for discussion.

#### RECOMMENDED ACTION:

City Council provide direction to staff.

# 15H. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION OF A DOG PARK

At the January 26, 2021 City Council meeting, Mayor Shawver requested that this item be agendized for discussion.

## **RECOMMENDED ACTION:**

City Council provide direction to staff.

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

## 17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

# 17A. ORANGE COUNTY FIRE AUTHORITY

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

## 18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 4<sup>th</sup> day of February, 2021.

s/ Patricia A. Vazquez, City Clerk/Secretary

# Item: 9B

# CITY OF STANTON ACCOUNTS PAYABLE REGISTER

January 15, 2021 - January 28, 2021

Electronic Transaction Nos. (ATTACHMENT A) 1299 - 1318 Check Nos. (ATTACHMENT B) 133304 - 133389 \$ 2,238,167.22 \$ 3,110,566.59

**TOTAL** 

\$ 5,348,733.81

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** 

# Accounts Payable

# Checks by Date - Detail by Check Number

User: mbannigan

Printed: 2/2/2021 7:14 PM



Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
828,005.69 1,235,838.34	01/15/2021	US BANK OPERATIONS CENTER 2016A and B TABs debt service payment 2016C and D TABs debt service payment	USB13359 JAN-2021AB JAN-2021CD	1299
2,063,844.03	Total for Check Number 1299:			
9,296.52	01/19/2021	CALPERS 2021 PERS Replacement Benefit Contribution	CAL12493 100000016278948	1300
9,296.52	Total for Check Number 1300:			
1,160.01	01/21/2021	PUBLIC AGENCY RISK SHARING AUT PARS-PPE 1/2/2021	PUB15477 1/2/2021	1301
1,160.01	Total for Check Number 1301:			
75.04 481.29	01/21/2021	VISION SERVICE PLAN - (CA) January 2021 Health Ins-Employee VSP January 2021 Health Ins-Employer VSP	VSP13387 811188673 811188673	1302
556.33	Total for Check Number 1302:			
200.00	01/21/2021	ANA JENSEN Wage Garnishment PPE 1/2/2021	JEN14424 PPE 1/2/2021	1303
200.00	Total for Check Number 1303:			
16,207.27 9,196.95	01/21/2021	BOYS & GIRLS CLUBS OF LA HABRA La Habra CBO: Collab. w/Rosie's Garage & Adv Regional CBO: Big 7 Collaborative Oct-Dec	BOY14655 12312020 BIG7Q220-21	1304
25,404.22	Total for Check Number 1304:			
28,826.17	01/21/2021	BOYS AND GIRLS CLUB OF BUENA PA Buena Park CBO: Nov 2020	BOY14668 2020	1305
28,826.17	Total for Check Number 1305:			
5,448.00	01/21/2021	BOYS & GIRLS CLUBS OF FULLERTON Fullerton CBO-Focus Area #1: Dec 2020	BOY14658 29	1306
5,448.00	Total for Check Number 1306:			
2,840.40	01/21/2021	BIG BROTHERS BIG SISTERS OF ORA! Regional-Focus Area #1-Bigs with Badges for N	BIG13189 Y4-Nov 20	1307
2,840.40	Total for Check Number 1307:			
1,416.00 3,131.54	01/21/2021	ANAHEIM COPS 4 KIDS Anaheim Focus Area #1 Oct 2020 Oct C4K overtime-July-Oct	ANA 14665 Y4-Oct 2020 Y4-Oct 2020ot	1308

# ATTACHMENT A - Page 2 of 4

		Total for Check Number 1308:	4,547.54
ORA15061 123120	ORANGE COUNTY CONSERVATION CORegional CBO: Dec 2020	01/21/2021	9,018.54
		Total for Check Number 1309:	9,018.54
INT1569 1/16/2021 1/16/2021 1/16/2021	INTERNAL REVENUE SERVICE (MC) Medicare-Employee Share (FD) Federal Tax Withholding (ME) Medicare-City Share	01/25/2021	2,010.61 15,039.32 2,010.61
		Total for Check Number 1310:	19,060.54
EDD1067 1/16/2021 1/16/2021	EDD State Tax Withholding State Unemployment	01/26/2021	4,940.43 2,172.62
		Total for Check Number 1311:	7,113.05
PUB15477 1/16/2021	PUBLIC AGENCY RISK SHARING AUT PARS-PPE 1/16/2021	01/27/2021	1,048.09
		Total for Check Number 1312:	1,048.09
JEN14424 PPE 1/16/2021	ANA JENSEN Wage Garnishment PPE 1/16/2021	01/27/2021	200.00
		Total for Check Number 1313:	200.00
LOT14650 11302020-5	LOT318 City of Placentia-Focus Area #1-Nov 2020	01/27/2021	4,414.30
		Total for Check Number 1314:	4,414.30
BOY13501 1873B	BOYS & GIRLS CLUBS OF GARDEN GI Regional CBO-Clinical Supervision Services-De	01/27/2021	6,754.94
		Total for Check Number 1315:	6,754.94
KAN13336 6 6	SOO KANG Soo Kang Vehicle Allowance-Nov 2020 Regional Special Dept Expense-Communication	01/27/2021	300.00 150.00
		Total for Chack Number 1216	450.00
LICD2010	II C DANIZ		430.00
Adobe Aliexpress Amazon Amazon Amazon Amazon Amazon Amazon Amazon	Annual Creative Cloud Membership Credit/Fraud Chg/Amazon Overseas Retailer Breakroom Supplies/Coffee Maker COVID-19/(3) Surface Pro Keyboards/Telework COVID-19/(5) Dell Monitors Parts for gate repair at City Yard REFUND/COVID-19/Returned (20) DisplayPort COVID-19/(5) Dell Monitors	01/2//2021	599.88 -0.75 270.77 336.00 672.05 50.58 -166.20 840.55
Amazon Amazon	COVID-19/(15) Business Headsets for Video Co		532.80 150.84
Amazon Amazon Amazon Amazon	COVID-19/(20) Webcams for Video Conferencia Supplies/Toner COVID-19/(20) DisplayPort to VGA Adapters/(2		3,927.87 38.05 448.80 32.31
	INT1569 1/16/2021 1/16/2021 1/16/2021 EDD1067 1/16/2021 1/16/2021 PUB15477 1/16/2021  JEN14424 PPE 1/16/2021  LOT14650 11302020-5  BOY13501 1873B  KAN13336 6 6 USB3019 Adobe Aliexpress Amazon	INT1569 INTERNAL REVENUE SERVICE (MC) Medicare-Employee Share (MC) Medicare-Employee Share (ME) Medicare-City Share (ME) Medicare-City Share  EDD1067 EDD (ME) Medicare-City Share  EDD1067 EDD (ME) Medicare-City Share  EDD1067 State Tax Withholding (ME) Medicare-City Share  EDD1067 Hold State Tax Withholding (ME) Medicare-City Share  PUB15477 PUBLIC AGENCY RISK SHARING AUT (ME) PARS-PPE 1/16/2021  JEN14424 ANA JENSEN (ME) Wage Garnishment PPE 1/16/2021  LOT14650 LOT318 (Tity of Placentia-Focus Area #1-Nov 2020)  BOY13501 BOYS & GIRLS CLUBS OF GARDEN GI (MA) Regional CBO-Clinical Supervision Services-De  KAN13336 SOO KANG (ME) Soo Kang Vehicle Allowance-Nov 2020 (ME) Regional Special Dept Expense-Communication  USB3019 US BANK (Ma) Adobe (Ma) Annual Creative Cloud Membership (ME) Adobe (ME) Annual Creative Cloud Membership (ME) Amazon (ME) BANK (MO) Amazon Overseas Retailer (ME) Amazon (ME) Amazon Overseas Retailer (ME) Amazon (ME) Amazon Overseas Retailer (ME) Amazon (ME) MO) MO) Amazon (ME) MO) MO) MO) MO) MO) MO) MO) (ME) MO) MO) MO) MO) MO) MO) MO) MO) MO) MO	123120   Regional CBO: Dec 2020   Total for Check Number 1309:

# ATTACHMENT A - Page 3 of 4

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	Amazon	COVID-19/(4) ULV Sprayer Disinfectant/Fogge:		913.44
	Amazon	Digital Media Equipment		1,102.66
	Amazon	COVID-19/(3) Surface Pro Keyboards/Telework		336.00
	Apple	Employee Computer Purchase Program/F.Ruiz		990.36
	Avalom	COVID-19/Contactless Water Dispenser to reme		268.10
	CA Building	Permit Tech/ADU training/H.Carlson		350.00
	Certifix Live	OCT2020/Fingerprint Rolling Fees		50.00
	Command Link	City-wide Internet/DEC-2020		2,971.50
	Costco	COVID-19/(13) Winix C545/Small Room Air Pu		1,820.83 739.46
	Costco	COVID-19/(4) 5-in-1 Tower/Small Room Air Pu COVID-19/(3) Winix C545/Small Room Air Pur		430.97
	Costco Costco	COVID-19/(3) Winix C545/Small Room Air Pur		143.31
	Costco	COVID-19/(18) Winix C545/Small Room Air Pu		2,521.16
	Dekra-Lite	Refund on invoice #100000712		-51.34
	Digital Space	DEC20/City Website Hosting Service		22.00
	Dollar Tree	Supplies/Employee Recognition		97.18
	Facebook	Social Media Marketing: Survey, Holiday Photo:		99.94
	First Choice	Coffee for City Yard		107.50
	Food4Less	(1) 24 pack water for senior food distribution vol		7.39
	G&M Chervon	OCSD/Motorcycle Fuel		16.06
	GoDaddy	Domain:mail.ci.stanton.ca.us/Hosting Fee		79.99
	Google Appsheet	Work Order Program Usage Fee		181.16
	Home Depot	Parts for Sheriff door repair		70.05
	Home Depot	Supplies for City Hall repairs		191.60
	Home Depot	Supplies for City Hall repairs		146.94
	Home Depot	Supplies for repairs at City Yard		68.21
	Home Depot	Credit-Veteran Flags		-206.46
	Home Depot	Parts for gate repair at City Yard		89.46
	Home Depot	Supplies for City Hall repairs		4.98
	Home Depot	COVID-19 mitigation-plexiglass project to provi		636.02
	Home Depot	Supplies for repairs at City Yard		7.31
	Home Depot	Supplies to install storage at Sheriff Station		160.65
	Michaels	City Council Election Frames/Certificates		75.74
	Michaels	Gift bags(6 sets x 5 bags), Fake snow(2 small bags		220.60
	Michaels	Fake snow(2 large bags)		21.98
	Microsoft	Surface Laptop-PIO		2,718.74
	Orienseas	Credit/Fraud Chg/Orientseas Restaurant		-1.00
	PDF Filler	PDF filler to make modifications to PDF docs		96.00
	R.T.E	Business Relations Lunch		33.17
	Shell	OCSD/Motorcycle Fuel		14.76
	Shell	OCSD/Motorcycle Fuel		16.24
	Shell	OCSD/Motorcycle Fuel		15.96
	Smart & Final	Water for Santa's Siren volunteers		67.14
	Solving The Puz	Training/D.Munoz 12/10/20		70.59
	Staples	PC Peripheral Hardware/USB Hubs/Tools		51.69
	Target	Gift Cards/Employee Recognition		160.78
	Target	Office Supplies/Planner		14.10
	Target	Gift bags, tissue paper, ornament sets, string ligh		588.30
	Target	Credit		-193.94
	Uline	COVID-19/(5) Heavy Duty A-Frames for Signag		1,230.15
	Verizon Wireles	Verizon Wireless/Telephone Service		254.39
	Walmart	Breakroom Supplies/Microwave		163.11
	Wine and Design Zoom	Deposit for Senior "Reverse" excursion on Marc COVID-19/CC Teleconference Mtg Subscription		100.00 712.17
	Zoom	COVID-19/CC Teleconference Mtg Subscription		120.70
			Total for Check Number 1317:	28,651.35
1210	CAS600	CAST DEDC 102	01/28/2021	
1318	CAS680 PPE 1/16/2021	CA ST PERS 103 PERS-Survivor New T3 PPE 1/16/2021	01/28/2021	24.18

# ATTACHMENT A - Page 4 of 4

			/ (	ago . o
Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	PPE 1/16/2021	PERS-City's Share New T3 PPE 1/16/2021		5,417.98
	PPE 1/16/2021	PERS-City's Share T1 PPE 1/16/2021		2,879.18
	PPE 1/16/2021	PERS-Survivor (Employee) T1 PPE 1/16/2021		9.30
	PPE 1/16/2021	PERS-City's Share Classic T2 PPE 1/16/2021		2,381.60
	PPE 1/16/2021	PERS-Employee New T3 PPE 1/16/2021		4,729.89
	PPE 1/16/2021	PERS-(PERS Buy Back) T1 PPE 1/16/2021		162.67
	PPE 1/16/2021	PERS-Survivor Classic T2 PPE 1/16/2021		5.58
	PPE 1/16/2021	PERS-Employee Classic T2 PPE 1/16/2021		1,895.75
	PPE 1/16/2021	PERS-Employee's Share T1 PPE 1/16/2021		1,827.06
			Total for Check Number 1318:	19,333.19
			Report Total (20 checks):	2,238,167.22

# Accounts Payable

# Checks by Date - Detail by Check Number

User: mbannigan

Printed: 2/2/2021 7:18 PM



Check Amount	Check Date Reference	Vendor Name	Vendor No Invoice No	Check No
	01/20/2021	Description KIM HONG LY	LY15914	133304
100,000.00		Cannabis Application Deposit Refund	5245513574	133301
100,000.00	Total for Check Number 133304:			
100,000.00	01/20/2021 for Malibu	MALIBU GREEN LLC Cannabis Application Deposit Refund	MAL15915 1509	133305
100,000.00	Total for Check Number 133305:			
100,000.00		2015 HALLADAY WELLNESS Cannabis Application Deposit Refund	HAL15933 1001	133306
100,000.00	Total for Check Number 133306:			
100,000.00	01/28/2021 for Wadee	WADEED ABDULLA Cannabis Application Deposit Refund	ABD15925 63502211	133307
100,000.00	Total for Check Number 133307:			
510.00	01/28/2021 292 Fieldg	ABOVE IT ALL ROOFING FY20/21 C&D Deposit Refund for 12	ABO15909 2020-793	133308
510.00	Total for Check Number 133308:			
543.12		ALL CITY MANAGEMENT SV School Crossing Guard Services-12/1	ALL228 68839	133309
543.12	Total for Check Number 133309:			
797.50	01/28/2021 tree	AMERICAN RENTALS, INC Scissor lift rental to remove Christma	AME15118 141791	133310
797.50	Total for Check Number 133310:			
268.75	01/28/2021 o Perez	APWA Renew Membership-APWA -Guillern	APW13861 1/20/21	133311
268.75	Total for Check Number 133311:			
100,000.00	01/28/2021 for Ashe S	ASHE SOCIETY LLC Cannabis Application Deposit Refund	ASH15918 1352	133312
100,000.00	Total for Check Number 133312:			
4,682.25 4,682.25	es (Jul-De	ASSOCIATION OF CALIFORN 2021 ACCOC Annual Membership I 2021 ACCOC Annual Membership I	ASS12906 2652 2652	133313
9,364.50	Total for Check Number 133313:			
	01/28/2021	AT&T	ATT377	133314

# ATTACHMENT B - Page 2 of 8

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1/19/2021 1/25/2021 1/25/2021	Corporate Yard-Dec DMV Access Line-Jan 335-253-0761 Cerritos Intercon-Jan 335-253-1318		443.51 54.95 198.94
			Total for Check Number 133314:	697.40
133315	AUT15903 731407	AUTOMOTIVE WORKWEAR, INC New work shirts for Public Works crew	01/28/2021	1,423.65
			Total for Check Number 133315:	1,423.65
133316	BEA14942 11984 12020	BEAR ELECTRICAL SOLUTIONS, IN Maintenance Service-Dec Traffic Signal Response-Dec	C 01/28/2021	1,045.00 6,197.75
			Total for Check Number 133316:	7,242.75
133317	BRV12350 200240S	BRAVO SIGN AND DESIGN INC. Replace of lettering on City monument signs	01/28/2021	950.00
			Total for Check Number 133317:	950.00
133318	BRI15907 2020-741	BRICE ROOFING INC FY20/21 C&D Deposit Refund for 7721 Amy	01/28/2021 v Av	315.00
			Total for Check Number 133318:	315.00
133319	CRI13190 22119	C.R.I ELECTRIC, INC Install P&R refrigerator outlet & microwave of	01/28/2021 outl	1,620.80
			Total for Check Number 133319:	1,620.80
133320	CAA556 026429 026464	CA AUTO & BRAKE INC Oil change & replace oil pressure switch on P Oil change on graffiti truck	01/28/2021 &F	370.41 84.68
			Total for Check Number 133320:	455.09
133321	CAS662 488576	CA ST DEPT OF JUSTICE DEC2020/Fingerprints	01/28/2021	147.00
			Total for Check Number 133321:	147.00
133322	CAL15919 1043	CALDERA REAL ESTATE INVESTME Cannabis Application Deposit Refund for Cal-		100,000.00
			Total for Check Number 133322:	100,000.00
133323	CAN15905 ST331848	OSCAR CANEDO Initial review found:Citation Dismissed	01/28/2021	41.00
			Total for Check Number 133323:	41.00
133324	CEN15922 12772	CENTERPOINTE LENDING CORP Cannabis Application Deposit Refund for Cer	01/28/2021 nter	100,000.00
			Total for Check Number 133324:	100,000.00
133325	CHA735 61781 61921 61922 62011	CHARLES ABBOTT ASSOCIATES, IN Inspection Services Oct-20/Eng Plan Rev Inspection Services Nov-20/Bldg/Safety Inspection Services Nov-20/Predevelopment Inspection Services Dec-20/Bldg/Safety		3,169.00 23,896.09 3,466.12 21,071.04

# ATTACHMENT B - Page 3 of 8

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 133325:	51,602.25
133326	CHA15906 2020-610	CHARLES VIRZI CONSTRUCTION FY20/21 C&D Deposit Refund for 10540-		420.00
			Total for Check Number 133326:	420.00
133327	CHO15916 215	DONG KEVIN CHOI Cannabis Application Deposit Refund for I	01/28/2021 Dong ]	100,000.00
			Total for Check Number 133327:	100,000.00
133328	WES11851 4958	CITY OF WESTMINSTER Animal Control Agmt 2nd Qtr-February 20	01/28/2021 21-A <sub>J</sub>	46,305.00
			Total for Check Number 133328:	46,305.00
133329	CLE15926 1105349071	CLEAN EARTH GROUP Cannabis Application Deposit Refund for C	01/28/2021 Clean	100,000.00
			Total for Check Number 133329:	100,000.00
133330	CLI15829 2717076	CLIFTONLARSONALLEN LLP Interim billing for City's annual audit	01/28/2021	3,000.00
			Total for Check Number 133330:	3,000.00
133331	CLU15928 2047	CLUB NIRVANA Cannabis Application Deposit Refund for C	01/28/2021 Club N	100,000.00
			Total for Check Number 133331:	100,000.00
133332	COO15927 1591	COOKIES RETAIL LLC Cannabis Application Deposit Refund for C	01/28/2021 Cookiι	100,000.00
			Total for Check Number 133332:	100,000.00
133333	FIR1181 82059826	CORELOGIC SOLUTIONS, LLC DEC-20/Geographic Package-Realquest	01/28/2021	315.00
			Total for Check Number 133333:	315.00
133334	COU15550 PW210067	COUNTY OF ORANGE Concrete Improvement Project	01/28/2021	15,084.94
			Total for Check Number 133334:	15,084.94
133335	CSU14679 AR170797	CSU FULLERTON ASC Regional-Evaluation Services to Support A	01/28/2021 B 97	12,516.09
			Total for Check Number 133335:	12,516.09
133336	CYP926 02/27/2021	CYPRESS COLLEGE FOUNDATION Americana Awards/Benefactor Sponsor/Re		3,000.00
			Total for Check Number 133336:	3,000.00
133337	CYP925 71730	CYPRESS ENGRAVING Nameplates & Name badge: MPT G. Taylo	01/28/2021 or	103.86
			Total for Check Number 133337:	103.86

# ATTACHMENT B - Page 4 of 8

Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
552.54		DE LAGE LANDEN FINANCI Lease/CH/Sharp copiers 01-01 to 01	DEL13382 70980386	133338
552.54	Total for Check Number 133338:			
100,000.00	01/28/2021 d for David	DAVID DEWYKE Cannabis Application Deposit Refu	DEW15934 2777	133339
100,000.00	Total for Check Number 133339:			
60.09	01/28/2021	DFM ASSOCIATES CA Elections Code Book 2021	DFM981 01/19/2021	133340
60.09	Total for Check Number 133340:			
100,000.00	01/28/2021 d for Damar	DAMARIS Y GRAIBE Cannabis Application Deposit Refu	GRA15931 1793	133341
100,000.00	Total for Check Number 133341:			
1,375.36	01/28/2021	HDL SOFTWARE, LLC Payment Services November 2020	HDL13965 SIN006163	133342
1,375.36	Total for Check Number 133342:			
100,000.00	01/28/2021 d for Candy	CANDY HEREDIA Cannabis Application Deposit Refu	HER15932 286	133343
100,000.00	Total for Check Number 133343:			
1,137.16 398.03 300.00		HINDERLITER DELLAMAS & Contract Services-Sales Tax Audit Services-Sales Tax Qtr 2 2020 Contract Services-Transaction Tax	HIN1468 SIN005678 SIN005678A SIN005938	133344
1,835.19	Total for Check Number 133344:			
100,000.00	01/28/2021 d for HOTN	HOTN CLUB Cannabis Application Deposit Refu	HOT15940 702	133345
100,000.00	Total for Check Number 133345:			
1,365.00	01/28/2021	INTERVAL HOUSE (FaCt) Invoice for Interval House	INT1579 Nov-20	133346
1,365.00	Total for Check Number 133346:			
270.00	01/28/2021 /413 Bock A <sup>-</sup>	JDF CONSTRUCTION FY20/21 C&D Deposit Refund for 2	JDF15908 2020-799	133347
270.00	Total for Check Number 133347:			
33,041.99	01/28/2021 n/Nov 14 - I	KTGY GROUP, INC Prep 2020 Town Center Specific Pla	KTG15871 0155922	133348
33,041.99	Total for Check Number 133348:			
12,620.00	01/28/2021 692 Laurelto	L R J CONSTRUCTION INC Housing Rehab-Contractor/Berlin/7	LRJ15746 326	133349
12,620.00	Total for Check Number 133349:			
	CYCLES 01/28/2021	LONG BEACH BMW MOTOR	LON15449	133350

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	39299	Repairs to motorcycle-lamp warning indica	ntor	450.30
			Total for Check Number 133350:	450.30
133351	LOS15921 1473	LOS ANGELES QUALITY INVESTS Cannabis Application Deposit Refund for I		100,000.00
			Total for Check Number 133351:	100,000.00
133352	LOU15924 1037 1038	LOUD SD INC Cannabis Application Deposit Refund for I Cannabis Application Deposit Refund for I		100,000.00
			Total for Check Number 133352:	200,000.00
133353	MAM15941 1086	AARON MAMANN Cannabis Application Deposit Refund for A	01/28/2021 Aaron	100,000.00
			Total for Check Number 133353:	100,000.00
133354	MAR15911 9470	IRMA MARTIN FY20/21 C&D Deposit Refund for 12771 I	01/28/2021 Fern S	1,155.00
			Total for Check Number 133354:	1,155.00
133355	MER12502 613099 613100	MERCHANTS BUILDING MAINTE COVID-19 mitigation-Disinfect and sanita COVID-19 mitigation-Disinfect and sanita	tion o	507.00 552.00
			Total for Check Number 133355:	1,059.00
133356	MIN15024 30612	MINUTEMAN PRESS Business Card Order/G.Taylor	01/28/2021	52.53
			Total for Check Number 133356:	52.53
133357	MVS15920 1073	MV SUNNYMEAD INVESTIONS LI Cannabis Application Deposit Refund for M		100,000.00
			Total for Check Number 133357:	100,000.00
133358	MYE15791 20-469	MYERS CONSTRUCTION, INC Housing Rehab-Contractor/Luu/11413 Pind	01/28/2021 e Tree	14,050.00
			Total for Check Number 133358:	14,050.00
133359	NGU15950 9060	LONG NGUYEN FY20/21 C&D Deposit Refund for 11556 S	01/28/2021 Santa :	5,070.00
			Total for Check Number 133359:	5,070.00
133360	OBM15930 1069	OBM HOLDINGS LLC Cannabis Application Deposit Refund for C	01/28/2021 DBM:	100,000.00
			Total for Check Number 133360:	100,000.00
133361	OGA15938 160	DARRIN J OGANESIAN Cannabis Application Deposit Refund for I	01/28/2021 Darrin	50,000.00
			Total for Check Number 133361:	50,000.00
133362	OGA15937 128	RYAN OGANESIAN Cannabis Application Deposit Refund for F	01/28/2021 Ryan (	50,000.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 133362:	50,000.00
133363	PHA12971 47213	PARS NOV2020/PARS/Administrator Services	01/28/2021	459.47
			Total for Check Number 133363:	459.47
133364	FUL14661 123120#6	PATHWAYS OF HOPE Regional CBO-Focus Area #3-Dec 2020	01/28/2021	3,746.14
			Total for Check Number 133364:	3,746.14
133365	PEN15848 112551-1	GUSTAVO PENA 5 pants for Gustavo	01/28/2021	177.60
			Total for Check Number 133365:	177.60
133366	PET14941 14042773	PETS BEST Pet Insurance January 2021	01/28/2021	124.92
			Total for Check Number 133366:	124.92
133367	PHU15913 8609	LUU PAUL PHUONG FY20/21 C&D Deposit Refund for 10941 Oa	01/28/2021 k S <sup>-</sup>	45.00
			Total for Check Number 133367:	45.00
133368	PSI11874 26830	PSI Repair to pressure washer	01/28/2021	127.63
			Total for Check Number 133368:	127.63
133369	RJN12953 Retention Relea	R. J. NOBLE COMPANY Retention Release	01/28/2021	32,056.82
			Total for Check Number 133369:	32,056.82
133370	RED2467 21411 22609	RED BALL HARDWARE Supplies need for repairs in the city for Dec Supplies need for repairs in the city for Dec	01/28/2021	147.05 136.80
			Total for Check Number 133370:	283.85
133371	RES2489 3017458	RESOURCE BUILDING MATERIALS Asphalt for pothole repair	01/28/2021	146.65
			Total for Check Number 133371:	146.65
133372	ROY15767 Retention Relea	ROY ALLAN SLURRY SEAL, INC Retention Release	01/28/2021	23,715.39
			Total for Check Number 133372:	23,715.39
133373	SAL15912 2020-784 2020-784	SAL-NB ROOFING FY20/21 C&D Deposit Refund for 10631 Sho FY20/21 Building Permit Refund for 10631 S		276.00 176.00
			Total for Check Number 133373:	452.00
133374	SDM15939 201010463	SDM DEVELOPMENT LLC Cannabis Application Deposit Refund for SD	01/28/2021 M 1	100,000.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 133374:	100,000.00
133375	SHO15929 274	DANIEL YONG HUI SHON Cannabis Application Deposit Refund for Dan	01/28/2021 niel	100,000.00
			Total for Check Number 133375:	100,000.00
133376	SOC2734 01/19/21 01/19/21 01/25/21 01/25/21	SO CAL EDISON Electric Service-Medians Dec Electric Service-Parks Dec Stanton District-Light Jan Electric Service-Medians Jan	01/28/2021	26.76 729.89 33.13 40.10
			Total for Check Number 133376:	829.88
133377	SOC12606 479108 479109	SO CAL INDUSTRIES Fence Rental @ 10562 Bell Street for Jan/Feb Fence rental for Magnolia and Tina Way	01/28/2021	59.11 603.27
			Total for Check Number 133377:	662.38
133378	SOU2770 177540	SOUTHWEST OFFSET PRINTING Recreation Brochure-Winter/Spring Brochure	01/28/2021	4,415.74
			Total for Check Number 133378:	4,415.74
133379	STO15951 9584	J.C STOCK FY20/21 C&D Deposit Refund for 7757 Kate	01/28/2021 ella	60.00
			Total for Check Number 133379:	60.00
133380	THE15917 1180412699	THE HIGHER SELF PROJECT LLC Cannabis Application Deposit Refund for The	01/28/2021 e Hi	100,000.00
			Total for Check Number 133380:	100,000.00
133381	TOR15935 2195826	FREDY TORRES  Cannabis Application Deposit Refund for Fre	01/28/2021 dy'	100,000.00
			Total for Check Number 133381:	100,000.00
133382	TRA15910 2020-762	KATHY TRAN FY20/21 C&D Deposit Refund for 7911 Joel	01/28/2021 Avi	210.00
			Total for Check Number 133382:	210.00
133383	TUR2970 34118 34119	TURBO DATA SYSTEMS INC DEC-20/Parking Citation Processing DEC-20/Admin Citation Processing	01/28/2021	8,878.51 993.56
			Total for Check Number 133383:	9,872.07
133384	UNI15923 1113010863	UNISERVE LLC Cannabis Application Deposit Refund for United	01/28/2021 iser	100,000.00
			Total for Check Number 133384:	100,000.00
133385	VIS3077 2021-792238-00 2021-802434-00 2021-807478-00	VISTA PAINT CORP Graffiti Supplies for Jan Graffiti Supplies for Jan Graffiti Supplies for Jan-Paint	01/28/2021	29.55 233.27 1,156.53

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Check Date	Vendor Name	Vendor No	Check No
Reference	Description	Invoice No	
Total for Check Number 133385:			
Total for Check Plantoct 199909.			
N 01/28/2021	· · · · · · · · · · · · · · · · · · ·		133386
	Plan checks for Dec 2020	20-12-468	
Total for Check Number 133386:			
01/28/2021	WAGEWORKS	WAG13143	133387
***************************************	DEC 2020/Compliance Fee	INV2514336	100007
	DEC 2020/Administration Fee	INV2514336	
Total for Check Number 133387:			
01/28/2021	XPRESS URGENT CARE STANTON	XPR15487	133388
	DEC/JAN Pre-Employment Exams	2634	
Total for Check Number 133388:			
01/28/2021	SAROO YOUSEFIAN	YOU15936	133389
		1742	10000
Total for Check Number 133389:			
Report Total (86 checks):			
	Reference  Total for Check Number 133385:  IN: 01/28/2021  Total for Check Number 133386:     01/28/2021  Total for Check Number 133387:     01/28/2021  Total for Check Number 133388:     01/28/2021  Total for Check Number 133388:     01/28/2021	Total for Check Number 133385:  W.G. ZIMMERMAN ENGINEERING, IN: 01/28/2021 Plan checks for Dec 2020  Total for Check Number 133386:  WAGEWORKS  DEC 2020/Compliance Fee DEC 2020/Administration Fee  Total for Check Number 133387:  XPRESS URGENT CARE STANTON DEC/JAN Pre-Employment Exams  Total for Check Number 133388:  SAROO YOUSEFIAN 01/28/2021 Cannabis Application Deposit Refund for Saroo  Total for Check Number 133389:	Total for Check Number 133385:  WGZ1000

Item: 9C

# MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING JANUARY 26, 2021

# 1. CALL TO ORDER

The meeting was called to order at 5:38 p.m. by Mayor Shawver.

# 2. PLEDGE OF ALLEGIANCE

Led by Mayor David J. Shawver.

# 3. ROLL CALL

Present: Council Member Ramirez, Council Member Van, Council Member Warren,

Mayor Pro Tem Taylor, and Mayor Shawver.

Absent: None.

Excused: None.

## 4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

#### 6. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 5:39 p.m. for discussion regarding:

# 6A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

Property: 8160 Lampson Avenue, Stanton, CA (APN 131-491-09 and

131-491-17)

Agency Negotiators: Jarad L. Hildenbrand, City Manager, City of Stanton

Jennifer A. Lilley, Community & Economic Development

Director

Negotiating Parties: City of Stanton

Son Dinh Nguyen

Under Negotiation: Price and terms of payment.

8830 Tina Way, Anaheim, CA (APN 126-481-01)

## 6B. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

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

Number of potential cases: 1

Property:

# 6C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

```
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)
8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)
8940 Tina Way, Anaheim, CA (APN 126-481-12)
8950 Tina Way, Anaheim, CA (APN 126-481-13)
8960 Tina Way, Anaheim, CA (APN 126-481-14)
8970 Tina Way, Anaheim, CA (APN 126-481-15)
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)
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Vol. 31 Minutes – Special Meeting – January 26, 2021 - Page 2 of 3

THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO

AMENDMENT AND APPROVAL AT NEXT MEETING

8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

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

Jarad L. Hildenbrand, Executive Director, Housing Authority Jarad L. Hildenbrand, Executive Director, Successor Agency

Trachy Family Trust, Owner Steven W. Reiss Trust, Owner

Jennie Trust, Owner Trang Trust, Owner

Triple Star Company, LLC, Owner Sky Nguyen / SN Living Trust, Owner

Steven W. Reiss Trust, Owner Ngoc Trieu and Andy Pham, Owner

David M. Cook and Daphne Chakran, Owner

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

# 7. CALL TO ORDER / SPECIAL CITY COUNCIL MEETING

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

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

Motion carried at 6:00 n m

The City Clerk Ms. Patricia A. Vazquez reported that the Stanton City Council met in closed session from 5:39 to 6:00 p.m.

The City Attorney Ms. HongDao Nguyen reported that there was no reportable action.

	Motion carried at 0.00 p.m.
MAYOR	
ATTEST:	
CITY CLERK	<del></del>

ADJOURNMENT Motion/Second: Shawver/

8.

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING JANUARY 26, 2021

# 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 Van, Council/Agency/Authority Member Warren, Mayor Pro

Tem/Vice Chairman Taylor, 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 6:00 p.m. for discussion regarding:

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

Property: 8160 Lampson Avenue, Stanton, CA (APN 131-491-09

and 131-491-17)

Agency Negotiators: Jarad L. Hildenbrand, City Manager, City of Stanton

Jennifer A. Lilley, Community & Economic Development

Director

Negotiating Parties: City of Stanton

Son Dinh Nguyen

Under Negotiation: Price and terms of payment.

### 4B. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

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

Number of potential cases: 1

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01) 8840 Tina Way, Anaheim, CA (APN 126-481-02) 8850 Tina Way, Anaheim, CA (APN 126-481-03) 8860 Tina Way, Anaheim, CA (APN 126-481-04) 8870 Tina Way, Anaheim, CA (APN 126-481-05) 8880 Tina Way, Anaheim, CA (APN 126-481-06) 8890 Tina Way, Anaheim, CA (APN 126-481-07) 8900 Tina Way, Anaheim, CA (APN 126-481-08) 8910 Tina Way, Anaheim, CA (APN 126-481-09) 8920 Tina Way, Anaheim, CA (APN 126-481-10) 8930 Tina Way, Anaheim, CA (APN 126-481-11) 8940 Tina Way, Anaheim, CA (APN 126-481-12) 8950 Tina Way, Anaheim, CA (APN 126-481-13) 8960 Tina Way, Anaheim, CA (APN 126-481-14) 8970 Tina Way, Anaheim, CA (APN 126-481-15) 8841 Pacific Avenue, Anaheim, CA (APN 126-481-29) 8851 Pacific Avenue, Anaheim, CA (APN 126-481-28) 8861 Pacific Avenue, Anaheim, CA (APN 126-481-27) 8870 Pacific Avenue, Anaheim, CA (APN 126-482-05) 8871 Pacific Avenue, Anaheim, CA (APN 126-481-26) 8880 Pacific Avenue, Anaheim, CA (APN 126-482-06) 8881 Pacific Avenue, Anaheim, CA (APN 126-481-25) 8890 Pacific Avenue, Anaheim, CA (APN 126-482-07) 8891 Pacific Avenue, Anaheim, CA (APN 126-481-24) 8900 Pacific Avenue, Anaheim, CA (APN 126-482-08) 8901 Pacific Avenue, Anaheim, CA (APN 126-481-23) 8910 Pacific Avenue, Anaheim, CA (APN 126-482-09) 8911 Pacific Avenue, Anaheim, CA (APN 126-481-22) 8920 Pacific Avenue, Anaheim, CA (APN 126-482-10) 8921 Pacific Avenue, Anaheim, CA (APN 126-481-21) 8930 Pacific Avenue, Anaheim, CA (APN 126-482-11) 8931 Pacific Avenue, Anaheim, CA (APN 126-481-20) 8940 Pacific Avenue, Anaheim, CA (APN 126-482-12) 8941 Pacific Avenue, Anaheim, CA (APN 126-481-19) 8950 Pacific Avenue, Anaheim, CA (APN 126-482-13) 8951 Pacific Avenue, Anaheim, CA (APN 126-481-18) 8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)

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THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO

AMENDMENT AND APPROVAL AT NEXT MEETING

8961 Pacific Avenue, Anaheim, CA (APN 126-481-17) 8970 Pacific Avenue, Anaheim, CA (APN 126-482-15) 8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

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

Jarad L. Hildenbrand, Executive Director, Housing Authority Jarad L. Hildenbrand, Executive Director, Successor Agency

Trachy Family Trust, Owner Steven W. Reiss Trust, Owner

Jennie Trust, Owner Trang Trust, Owner

Triple Star Company, LLC, Owner Sky Nguyen / SN Living Trust, Owner

Steven W. Reiss Trust, Owner Ngoc Trieu and Andy Pham, Owner

David M. Cook and Daphne Chakran, Owner

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

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

The meetings were called to order at 6:30 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 6:00 to 6:30 p.m.

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

# 6. ROLL CALL

Present: Council/Agency/Authority Member Ramirez, Council/Agency/Authority

Member Van, Council/Agency/Authority Member Warren, Mayor Pro

Tem/Vice Chairman Taylor, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

## 7. PLEDGE OF ALLEGIANCE

Led by Ms. Soo E. Kang.

## 8. SPECIAL PRESENTATIONS AND AWARDS None.

## 9. CONSENT CALENDAR

Council Member Van pulled item 9H from the Consent Calendar for separate discussion.

Motion/Second: Shawver/Ramirez

ROLL CALL VOTE: Council/Agency/Authority Member Ramirez AYE

Council/Agency/Authority Member Van AYE
Council/Agency/Authority Member Warren AYE
Mayor Pro Tem/Vice Chairman Taylor 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 January 1, 2021 – January 14, 2021, in the amount of \$3,816,146.33.

# 9C. APPROVAL OF MINUTES

- 1. The City Council approved Minutes of Special Meeting December 8, 2020; and
- 2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting December 8, 2020; and
- 3. The City Council approved Minutes of Special Meeting December 21, 2020; and
- 4. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting January 12, 2021; and
- 5. The City Council approved Minutes of Special Meeting January 15, 2021; and
- 6. The City Council approved Minutes of Special Meeting January 20, 2021.

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# 9D. FISCAL YEAR 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RESOLUTION

On December 9, 2020, the Orange County Community Resources Department released a Request for Proposals (RFP) for Fiscal Year 2021-2022 Community Development Block Grant projects related to public facilities and improvements (PF&I). In response to the RFP, staff is proposing the Stanton Family Resource Center Improvement Project. As part of the application process, the City Council must review and authorize Resolution No. 2021-03 authorizing the City Manager to execute the agreement, contract and other documents.

- The City Council declared that this project is not subject to the California Environmental Quality Act (CEQA) because it is not a "project" as defined by CEQA; and
- 2. Approved Resolution No. 2021-03 authorizing the City Manager to execute the agreement, contract and other documents required by the Orange County Community Resources Department for participation in the CDBG program on behalf of the City Council, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO APPROVE THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) WITH THE COUNTY OF ORANGE."

# 9E. REQUEST FROM BEACH LOAN SERVICES TO OPERATE AS PAWNSHOP BROKER / SECONDHAND DEALER OPERATOR (EXCLUDING THE SALE OF FIREARMS) LOCATED AT 10551 BEACH BOULEVARD, STANTON, CALIFORNIA 90680

Beach Loan Services has applied for Pawnshop Broker/Secondhand Dealer status within the city limits. Chapter 5 of the Stanton Municipal Code requires Pawnbrokers to comply with the laws of the State of California and be within the Commercial General Zone. In addition, in order to conduct pawnshop/ secondhand store activities City Council approval must be obtained.

- 1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
- Approved the application of Beach Loan Services for a pawnshop/secondhand store status excluding the sale of firearms and authorize the issuance of a business license permit.

# 9F. AWARD OF CONTRACT FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO INTERWEST FOR THE FY 20/21 SEWER REPLACEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

Staff solicited proposals to provide Construction Inspection Services for the FY 20/21 Citywide Street Improvement Project. Due to the success done by Interwest in this project, staff recommends awarding the Construction Inspection Services for the FY 20/21 Sewer Replacement Project contract to Interwest. The cost for completing these services is a maximum of \$30,000.

- 1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
- 2. Awarded a contract for professional construction inspection services to Interwest to provide construction inspection services for a maximum contract amount of \$30,000; and
- 3. Authorized the City Manager to bind the City of Stanton and Interwest in a contract to provide professional construction inspection services.

# 9G. REVISED APPROVAL TO PURCHASE TWO DIESEL TRUCKS FOR PUBLIC WORKS BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

Two of the trucks utilized by Public 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. On January 12, 2021 the Council authorized the purchase of two Chevrolet trucks which are no longer available for purchase. Staff is requesting to purchase equivalent Ford trucks at essentially the same price.

- 1. The City Council declared this action is not a project per the California Environmental Quality Act; and
- 2. Approved the purchase of two diesel trucks.

# 9I. DECLARATION OF SURPLUS PROPERTY

From time to time equipment purchased by the City has outlived its useful life and needs to be sold or otherwise disposed of. In compliance with the purchasing policy, staff is required to petition the Council to declare the property surplus, obsolete, or unusable.

- 1. The City Council declared that this action is not a project per the California Environmental Quality Act; and
- 2. Declared the equipment listed on Attachment 1 as surplus; and
- 3. Directed staff to sell or salvage equipment according to the Administrative Policy IV-4-12: Purchasing Policy and Procedures.

# **END OF CONSENT CALENDAR**

# 9H. APPROVAL TO LEASE AN ADDITIONAL 26 AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS FROM FLOCK SAFETY AND APPROPRIATION OF FUNDS

Automatic License Plate Reading cameras are a very effective tool for law enforcement agencies. On February 11, 2020 the Council authorized the lease of 10 cameras from Flock Safety. Due to their success, an additional 26 cameras are being requested to "virtually gate" the City on all major streets.

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

Presentation by Mr. Jesse Mund, Territory Manager, Flock Safety.

The City Council questioned staff regarding vehicle mounted cameras, if vehicle mounted cameras were still a possibility, auto theft (moving and parked vehicles), cost benefits, assistance to the Orange County Sheriff's Department.

- Mr. Rodman Sims, submitted an e-comment in opposition to the proposed approval to lease additional automatic license plate recognition cameras expressing his concerns with the violation of probable cause, ongoing surveillance without a clear intent (too broad-based) and stated that in the absence of an observed violation, blanket surveillance exceeds justification.
- Otniel Pavia, submitted an e-comment in opposition to the proposed approval to lease additional automatic license plate recognition cameras expressing concerns with whom would have access to the data, storage / sharing / use / possible breaching of data, and stated that the City should take the monies and

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invest it back into the community / local economy to create more jobs, training, better schools, which helps families achieve stability which in turn means safer communities.

Motion/Second: Shawver/Warren

ROLL CALL VOTE: Council Member Ramirez AYE

Council Member Van AYE
Council Member Warren AYE
Mayor Pro Tem Taylor AYE
Mayor Shawver AYE

# Motion unanimously carried:

- 1. The City Council declared this action is not a project per CEQA; and
- 2. Amended the contract with Flock Safety to lease an additional 26 Automatic License Plate Readings cameras; and
- 3. Approved an appropriation of \$79,300 from the available balance from the Supplemental Law Enforcement Grants Fund (#242).
- **10. PUBLIC HEARINGS** None.
- **11. UNFINISHED BUSINESS** None.
- 12. NEW BUSINESS

#### 12A. ACTIVE TRANSPORTATION PLAN FINAL REPORT

The 2020 Active Transportation Plan (ATP) establishes a long-term vision to improve walking and biking conditions in the City of Stanton. The Plan provides guiding principles, tools, and implementation steps for improvements to the transportation systems creating opportunities for convenient, safe, healthy, affordable and accessible alternatives for recreation and transportation serving all residents and the business community. This community-based Plan offers direction to reduce collisions, improve public health, reduce environmental impacts, create transportation equity, provide economic benefits, and improve the quality of life in Stanton.

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

Presentation by Ms. Kaitlin Scott, Alta Planning + Design.

The City Council questioned staff regarding the amount of responses received during polling / meetings, alternative funding, typed of feedback received, public safety, promotion of bike / walking trails, development of a transportation hub on Beach Boulevard.

Motion/Second: Warren/Taylor

ROLL CALL VOTE: Council Member Ramirez AYE

Council Member Van AYE
Council Member Warren AYE
Mayor Pro Tem Taylor AYE
Mayor Shawver AYE

# Motion unanimously carried:

- 1. The City Council declared that the Active Transportation Plan is exempt from the California Environmental Quality Act (CEQA) as it meets the definition of a Feasibility or Planning Study under CEQA Guidelines, Section 15262; and
- 2. Adopted Resolution No. 2021-02 approving The City of Stanton Active Transportation Plan, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON ADOPTING THE CITY OF STANTON ACTION TRANSPORTATION PLAN."

13. ORAL COMMUNICATIONS – PUBLIC None.

**14. WRITTEN COMMUNICATIONS** None.

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

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

- Mayor Shawver reported on his meeting with the Orange County Fire Authority / CARE Ambulance and their efforts with distribution of the COVID-19 vaccine to seniors and first responders.
- Mayor Shawver reported on the Orange County Vaccine Distribution Super POD sites and testing locations within Orange County.
- Mayor Shawver expressed his gratitude to city staff for their outstanding services in serving our senior community meals via food distribution such as pantry boxes, grab'n'go meals, and delivered meals.

#### DRAFT

• Council Member Warren reported on her experience and process in obtaining an appointment for the COVID-19 vaccine.

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

- Council Member Van requested to agendize discussion regarding future plans for Orangewood Avenue and Santa Rosalia Street, citing concerns with traffic safety and ensuring safety and quality of life for surrounding residents.
- Council Member Van requested to agendize discussion regarding the establishment of a policy for traffic calming measures.
- Council Member Warren requested to agendize discussion regarding the feasibility of hiring a second outreach coordinator.
- Mayor Shawver requested to agendize discussion regarding establishing a moratorium on housing, housing needs related to State regulations, RHENA numbers, zoning, overlay zones, density, and mitigation/EIR's.
- Mayor Shawver requested to agendize discussion regarding the creation of a dog park.

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

Currently Scheduled: February 23, 2021 - Discussion regarding the City's

participation in the Community Choice Aggregation or

Energy program.

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

None.

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

Mr. Jarad L. Hildenbrand, City Manager reported on the opening of the County of Orange's second regional super dispensing POD and provided the City Council with an update on the regional stay at home restrictions.

#### DRAFT

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

CITY CLERK/SECRETARY

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

- Captain Cruz Alday provided the City Council with an update on their current operations.
- 18. ADJOURNMENT Motion/Second: Shawver/
  Motion carried at 7:20 p.m.

  MAYOR/CHAIRMAN

  ATTEST:

Item: 9D

## **CITY OF STANTON**

# REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

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

**DATE:** Feburary 9, 2021

SUBJECT: DECEMBER 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)

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

The Investment Report as of December 31, 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 December 2020.

#### **BACKGROUND:**

The attached reports summarize the Successor Agency investments and deposit balances as of December 2020. During the month of December, the Successor Agency received its semi-annual distribution of redevelopment property tax trust fund monies of \$4.1 million. These funds will be used to pay the Successor Agency's enforceable obligations through June 30, 2021. 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 December 2020 was 0.54%.

The Agency's investments are shown on Attachment B and have a weighted investment yield of 0.54%, which is equal to the benchmark LAIF return of 0.54%, as nearly the entire portfolio represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at December 31, 2020, is 1 day. LAIF's average maturity at December 31, 2020, is approximately 165 days.

#### **FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's Fiscal Year

202	0-21 Investment Policy.	
	portfolio will allow the Agency to meet nths.	its expenditure requirements for the next six
ENV	/IRONMENTAL IMPACT:	
Non	e	
LEG	GAL REVIEW:	
Non	e.	
PUE	BLIC NOTIFICATION:	
Thro	ough the agenda posting process.	
STR	RATEGIC PLAN OBJECTIVE ADDRESS	SED:
4. E	nsure Fiscal Stability and Efficiency in G	Sovernance
Prep	pared by:	Approved by:
/s/ N	Michelle Bannigan	/s/ Jarad L. Hildenbrand
	helle Bannigan, CPA ance Director	Jarad L. Hildenbrand City Manager
Atta	achments:	
Α.	Cash and Investment Balances by Fu	ınd

B. Investments and Deposits

# SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY CASH AND INVESTMENTS REPORT MONTH ENDED DECEMBER 31, 2020

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	E	nding Balance
712-111101	CASH-POOLED  Redevelopment Obligation Retirement Fund	\$ 1,442,774.67	\$ 4,067,039.00	\$ (4,088.00)		0,000,000
	Total Cash-Pooled (1)	 1,442,774.67	\$ 4,067,039.00	\$ (4,088.00)	\$	5,505,725.67
	CASH-RESTRICTED (with Fiscal Agent) 2016 Tax Allocation Bonds, Series A and B	\$ 1,331,538.86	\$ 5.45	\$ (1,331,512.50)	\$	31.81
	2016 Tax Allocation Bonds, Series C and D	1,813,910.47	7.44	(1,813,875.00)		42.91
712-111426	2020 Tax Allocation Refunding Bonds, Series A	 2,391.94	0.03	-		2,391.97
	Total Cash-Restricted (with Fiscal Agent)	\$ 3,147,841.27	\$ 12.92	\$ (3,145,387.50)	\$	2,466.69
	TOTAL CASH AND INVESTMENTS	\$ 4,590,615.94	\$ 4,067,051.92	\$ (3,149,475.50)	\$	5,508,192.36

#### 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 DECEMBER 31, 2020

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interes Rate	t		Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of Calif	ornia	On Demand	0.54%	N/A	\$	5,505,726	\$ 5,505,726	LAIF

**Total Cash Investments and Deposits** 

1 0.54%
Weighted Average Weighted Average

5,505,726 \$ 5,505,726

Bond Funds Held by Trustees:

Maturity (days)

Yield

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B									
Debt Service:									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 30	\$ 30	\$ 30	US Bank
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1	1	1	US Bank

Total 2016 Series A and B \$ 31 \$ 31

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D									
Debt Service:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 41	\$ 41	\$ 41	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%	1	1	1	US Bank

Total 2016 Series C and D \$ 43 \$ 43

S Bank	
S Bank	
	,

	Issuer/	CUSIP	Date of		Interest	Par			Market	MV
Institution	Broker	Number	Maturity		Rate	Value		Cost	Value	Source
g Bonds										
US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$	603	\$ 603	\$ 603	US Bank
US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1,	789	1,789	1,789	US Bank
	Bonds US Bank Money Market	Institution Broker  Bonds  US Bank Money Market US Bank	Institution Broker Number  Bonds  US Bank Money Market US Bank 9AMMF05B2	Institution Broker Number Maturity  Bonds  US Bank Money Market US Bank 9AMMF05B2 On Demand	Institution Broker Number Maturity  Bonds  US Bank Money Market US Bank 9AMMF05B2 On Demand	Institution Broker Number Maturity Rate  Bonds US Bank Money Market US Bank 9AMMF05B2 On Demand 0.02%	Institution Broker Number Maturity Rate Value  Bonds US Bank Money Market US Bank 9AMMF05B2 On Demand 0.02% \$ 6	Institution Broker Number Maturity Rate Value  Bonds US Bank Money Market US Bank 9AMMF05B2 On Demand 0.02% \$ 603	Institution Broker Number Maturity Rate Value Cost  Bonds US Bank Money Market US Bank 9AMMF05B2 On Demand 0.02% \$ 603 \$ 603	Institution Broker Number Maturity Rate Value Cost Value  Bonds US Bank Money Market US Bank 9AMMF05B2 On Demand 0.02% \$ 603 \$ 603 \$ 603

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$ 2,392 \$ 2,392

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

# \$ 2,466 \$ 2,466

\$5,508,192

\$5,508,192

#### **TOTAL - ALL CASH AND INVESTMENTS**

#### 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.

Item: 9E

## **CITY OF STANTON**

#### REPORT TO CITY COUNCIL

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

**DATE**: February 9, 2021

SUBJECT: RENEWAL OF THE OPERATIONAL AREA AGREEMENT OF THE

**COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS** 

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

The renewal of the updated Operational Area Agreement confirms the City's participation in regional emergency management efforts and enhances eligibility for state funding of response related personnel costs.

#### **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. Authorize the Mayor to sign and the City Clerk to attest to the 2020 Orange County Operational Area Agreement of the County of Orange and Political Subdivisions.

#### **BACKGROUND:**

In 1995, the Orange County Board of Supervisors created and approved the Orange County OA Agreement. The Agreement formally organized the County of Orange and its political subdivisions as the Orange County Operational Area "OA", as required by the Standardized Emergency Management System.

The Orange County OA is overseen by an Executive Board with representatives from each emergency response discipline. In 2017, the Executive Board identified the need to update the Orange County OA Agreement to reflect current best practices, ease administration of OA functions, and update outdated information. To accomplish this task, the Sheriff-Coroner Emergency Management Division formed a collaborative, multi-jurisdictional Orange County OA Agreement Revision Working Group to complete a comprehensive review and revision of the document. Many city representatives of the Orange County Emergency Management Organization ("OCEMO") participated in the working group and provided valuable insight. The Orange County Board of Supervisors

approved the revised Orange County OA Agreement on March 24, 2020. Following this action, one member of the Executive Board was also required to approve the agreement. Therefore, on March 26, 2020, the Orange County Fire Authority approved the agreement, resulting in an effective date of September 26, 2020. The revised Orange County OA Agreement is now being presented for acceptance by each individual jurisdiction within Orange County. Although it is not a requirement for a jurisdiction to accept this agreement, doing so enables eligibility for state funding of response related personnel costs pursuant to activities identified in California Code of Regulations, Title 19 §2920, §2925, and §2930.

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

The reorganized and restructured Orange County OA Agreement is more simplistic, and updates outdated references. The revised agreement adds five new OA Executive Board seats to represent the interests of the OA more accurately.

The new OA Agreement uses broader language reflecting the shifting nature of grant funding. The new OA Agreement also includes revised addendums originating from the prior Agreement. By signing the Orange County OA Agreement, the City will join over 100 municipalities, special districts, and local agencies to prepare and respond to disasters in an organized and collective manner. This approach meets the purpose of SEMS. The County has been and will continue to be the lead agency for any state funding.

FISCAL IMPACT:	
None.	
D 15	D : 1D
Prepared By:	Reviewed By:
/s/ James J. Wren	/s/ HongDao Nguyen
James J. Wren	HongDao Nguyen
Public Safety Services Director	City Attorney
Approved by:	
/s/ Jarad L. Hildenbrand	
Jarad Hildenbrand	
City Manager	

#### Attachments:

- Orange County Operational Area Agreement
   Operational Area Agreement Overview

# **Attachment: A**

# Orange County Operational Area Agreement



of the County of Orange and Political Subdivisions January 2020

This page intentionally left blank.

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#### I. Recitals

# OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

THIS AGREEMENT is entered into this 19th day of 100 which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as County, and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (b) of the California Emergency Services Act, hereinafter referred to as Subdivisions, collectively hereafter referred to as the Parties.

#### WITNESSETH:

WHEREAS, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused, or warcaused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act and the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Sections 2400 et seq.; and

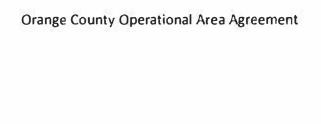
WHEREAS, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

WHEREAS, this Agreement is intended to provide for the continued management of the Operational Area; cooperative and mutual handling of duties and responsibilities of the Operational Area Lead Agency; coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, in accordance with the requirements of California laws and regulations the County previously adopted Orange County Codified Ordinances, section 3-1-5 and Resolutions 81-1104 and 95-870 and intends to adopt an updated resolution for this Agreement to support emergency management planning and coordination of all political subdivisions within the Orange County geographic area as required by State law; and

WHEREAS, Orange County Board of Supervisors Resolution 05-144 adopted the National Incident Management System (NIMS) for the Orange County Operational Area which sets many of the same objectives as the Standardized Emergency Management System;

NOW THEREFORE, the Parties hereto agree as follows:



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#### Section One. Operational Area Establishment

#### 1.1 Operational Area Established

The entire geographic area of Orange County constitutes an Operational Area (OA) for the purposes of coordinating the prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused or war caused disasters, hereinafter referred to as emergencies. All local governments should cooperate in organizing an effective OA, but the OA authority and responsibility is not affected by the non-participation of any local government. The County of Orange shall be the Operational Area Lead Agency as specified in Title 19 California Code of Regulations Section 2409(d).

#### 1.2 Local Authority

In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction. No body created by this Agreement can bind Parties to legal or financial obligations.

#### Section Two. Operational Area Council, Executive Board and Subcommittees

#### 2.1 Operational Area Signatory Council

All political subdivisions within the geographic area of Orange County, California are organized into the OA, regardless of signatory status. The OA Signatory Council, hereinafter referred to as the Council, is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is not a separate legal entity and that it is not their intention to form a joint powers authority.

#### 2.1.1 Membership

By approval and execution of this Agreement, all Subdivisions in the County of Orange, including cities, school districts, community college districts, special districts, joint powers authorities, and the County, are members of the Council. Each signature party shall designate annually in writing to the Orange County Sheriff's Department Emergency Management Division, hereinafter referred to as county emergency management, one primary and one alternate representative of its governing body to serve on the Council.

#### 2.1.2 Responsibilities

It is not the intent of this Agreement that there be regular meetings of the Council. In routine matters and day-to-day decision-making, the OA Executive Board (as described in Section 2.2) will represent the interests of the OA. However, the Council shall have authority over the major policy issues of the OA, as determined by the Executive Board, including adoption of any amendments to this Agreement or adoption of any fees to support OA coordination activities. Council members will receive information regarding major OA policy issues from the Executive Board, when necessary, for consideration at their respective governing body meetings. Furthermore, whenever a majority of the Council determine that an issue should be brought before the Council, it shall be done irrespective of whether the Executive Board has identified it as a major policy issue.

#### 2.1.3 Representatives Meeting

The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council. Should it be necessary for the Council to meet, each member of the Council shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem for that meeting from among the representatives present. A majority of all Council member representatives shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution, or order and to take any other action deemed appropriate to further the

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<sup>&</sup>lt;sup>1</sup> Title 19 California Code of Regulations Section 2409

objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. All meetings will be noticed and conducted in accordance with the Brown Act.

#### 2.2 Operational Area Executive Board

#### 2.2.1 Membership

The Council shall have an OA Executive Board, hereinafter referred to as the Executive Board, consisting of sixteen voting members. The Executive Board includes representatives from the County Board of Supervisors, public safety agencies and Mutual Aid Coordinators, key County departments, and OA jurisdictions. Individuals will only serve as a voting member in one role for any single meeting and for purposes of determining quorum.

#### Executive Board Members

- 1. The Chair of the Orange County Board of Supervisors
- 2. The County Executive Officer
- 3. The OA Law Enforcement Mutual Aid Coordinator, the Orange County Sheriff
- 4. The OA Fire & Rescue Mutual Aid Coordinator, as selected by the Orange County Fire Chiefs Association
- 5. The OA Public Works Mutual Aid Coordinator, the Orange County Public Works Director
- 6. The OA Health Care Mutual Aid Coordinator, the Orange County Health Care Agency Director
- 7. The OA Water/Wastewater Mutual Aid Coordinator
- 8. The Orange County Social Services Agency Director
- 9. A representative selected jointly from the Orange County City Managers Association
- 10. A representative from the Orange County Chiefs of Police and Sheriff's Association
- 11. A representative from the Orange County Fire Chiefs Association
- 12. A representative from the Orange County City Engineers and Public Works Directors
  Association
- 13. A representative from Independent Special Districts of Orange County
- 14. The Orange County Superintendent of Schools, representing Orange County K-12 School Districts
- 15. A representative selected jointly from Orange County Community College Districts
- 16. The Orange County Transportation Authority Chief Executive Officer

#### Terms, Alternates and Voting

Executive Board members subject to being "selected," which are enumerated above as numbers 4, 9-13 and 15, shall be appointed by their respective agency, jurisdiction or organizations annually and shall serve at the discretion of their organization for one year. Each jurisdiction, agency or organization shall also designate three alternate representatives. Individuals appointed to the Executive Board can be the same or different than those identified in Section 2.1.1 as a

member jurisdiction's Council primary or alternate representative. In no circumstances shall one individual occupy more than one Executive Board position or count as more than one member for purposes of determining quorum.

Each Executive Board member, or alternate in the absence of the voting member for whom he/she is the designated alternate, shall be entitled to one vote. A majority of the Executive Board (9 members) shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to achieve the objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. The OA Executive Board is a Brown Act meeting and is noticed and conducted as such.

#### Operational Area Executive Board Chair and Vice-Chair

The Chair and Vice Chair shall be elected annually by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

#### Meetings

The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

#### 2.2.2 Responsibilities

The Executive Board shall have oversight of the actions of the OA Manager (as described in Section 4.2) in the daily operations and administration of the OA. The Executive Board's oversight authority shall include directing the development, establishment, and implementation of the policies of the OA, and keeping the Council informed of its actions. The Executive Board shall determine which major policy issues of the OA require Council approval and shall seek such approval.

#### Policy and Operational Area Emergency Operations Plan

The Executive Board will establish OA policy, review and approve the OA Emergency Operations Plan (EOP) and Annexes, and maintain these documents as required by SEMS and NIMS.

#### Mutual Aid Plans and Agreements

The Executive Board shall review proposals of emergency mutual aid plans and agreements and make recommendations on endorsement of such proposals to governing boards of Subdivisions.

#### Laws, Rules, Legislation and Regulation

The Executive Board shall review and may recommend for action or adoption by Subdivisions, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board may also

study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to the Executive Board in writing by Council members.

#### Operational Area Executive Board Emergency Advisory Capacity

The Executive Board may be convened by the Chair or the OA Coordinator, as described in Section 4.1, to review a potential or actual emergency situation and make and receive appropriate recommendations from the OA Coordinator and Council members to facilitate a coordinated OA response.

#### 2.2.3 Subcommittees and Working Groups

The Executive Board may establish standing and ad hoc subcommittees and working groups to complete its work and to ensure communication and coordination between all interested persons or groups. Subcommittees and working groups shall elect a Chairperson and provide appropriate staff support from their participants. The OA Manager shall provide coordination between these subcommittees and the Executive Board only.

#### 2.3 Orange County Emergency Management Organization

There is hereby established a standing subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as OCEMO. OCEMO is a collaboration and coordination body tasked with developing the plans, procedures, and associated documents necessary for a robust Operational Area emergency management program. The County and all Subdivisions shall be expected to participate in OCEMO, to the maximum extent possible, with the understanding that the cooperative maintenance of the OA EOP, policies and procedures, training and exercises is necessary to ensure that the OA EOP, policies, procedures, training and exercises meet the emergency needs of the Subdivisions, County, and OA.

#### 2.3.1 Membership

The entire OCEMO body ("Members at Large") consists of three groups of representatives involved in some capacity of an emergency management function, as defined below and in the OCEMO Bylaws.

#### Signatory Members

Staff members with primary emergency management responsibilities from signatory agencies to this agreement are considered Signatory Members. Each signatory jurisdiction shall identify a primary and secondary representative who shall have the right to vote on behalf of the jurisdiction. To ensure compliance with the Brown Act, no more than eight OCEMO members who are also voting members of the OA Executive Board shall be present at any OCEMO meeting.

#### Collaborative Members

Representatives of other government, non-profit, or private agencies that are not signatories to this agreement and are not currently represented by a Signatory or Collaborative Member, but are considered to have a significant role in OA planning, response and recovery processes are considered Collaborative Members. Collaborative members must be approved by Signatory Members and have limited voting rights as outlined in the OCEMO Bylaws.

#### Associate Members

Other representatives of organizations interested in participating in OCEMO activities, and who may provide input into the OA EOP, annexes, and supporting Standard Operating Procedures (SOPs) are considered Associate Members. Associate members have no voting rights.

#### 2.3.2 Responsibilities

As a subcommittee to the Executive Board, the responsibilities of OCEMO are to meet the following objectives as they relate to disaster and emergency prevention, preparedness, response, recovery and mitigation within the OA:

#### Operational Area Plans, Annexes, and Standard Operating Procedures

 Participate in revisions and updates of the OA EOP and associated Annexes and SOPs developed and maintained by county emergency management staff as described in Section 3.2. Once completed, plans and the associated Annexes reviewed by OCEMO shall be forwarded to the OA Executive Board for approval.

#### Training and Exercises

 Coordinate training and exercises for the OA, to include after action discussions, lessons learned and professional development.

#### Public Education and Outreach

 Coordinate the development of public education and whole community emergency preparedness programs.

#### Legislation

 Review and report on legislation impacting emergency plans and programs, and propose concepts for new legislation for consideration by the Executive Board.

#### Other

Other duties as assigned by the Executive Board.

#### 2.3.3 OCEMO Leadership

The OCEMO Leadership shall consist of the OCEMO Chairperson, First Vice Chairperson and Second Vice Chairperson, elected in accord with the OCEMO Bylaws, the OA Manager and the

immediate past Chairperson. Any Signatory or Collaborative Member shall be eligible to serve as a candidate for OCEMO Chairperson, First Vice Chairperson, and Second Vice Chairperson as outlined in the OCEMO Bylaws.

#### 2.3.4 Organization and Procedures

OCEMO will maintain and approve Bylaws. The Bylaws will define, at a minimum, OCEMO purpose, membership, leadership duties, elections, voting procedures, official meeting frequency, and the process for amending the Bylaws. The Bylaws shall in all instances be consistent with this Agreement.

OCEMO will review the Bylaws, as needed. Any amendments to the Bylaws will be approved by OCEMO Signatory Members, as detailed in the OCEMO Bylaws.

If OCEMO identifies the need for additional Subcommittees or working groups, OCEMO members participating in that subcommittee or working group shall provide staff support.

#### 2.3.5 Administrative Support

The County shall provide administrative support to OCEMO as follows:

- Attend all OCEMO and OCEMO Leadership meetings
- Maintain a contact list of the primary and alternate representatives of each OCEMO member
- Organize and manage OCEMO Leadership elections and votes on other issues
- Notify members of their appointment to office or subcommittees
- Create and distribute OCEMO meeting agendas
- Take and transmit OCEMO meeting minutes
- Maintain official OCEMO records, including agendas and minutes, in compliance with County record retention policies.

#### Section Three. Responsibilities

#### 3.1 Operational Area Jurisdiction Responsibilities

Subdivisions of the OA have the responsibilities as set forth below:

#### **Participation**

Actively participate as a member jurisdiction in the Council, Executive Board (if designated), and subcommittees such as OCEMO.

#### Cooperation

Promote cooperation among all Subdivisions in order to improve the overall OA emergency management program.

#### Emergency Management Program

Develop an emergency management program to provide for the needs of the Subdivision, which shall be complementary to and compatible and coordinated with the needs of the OA in the event of an emergency.

#### Emergency Plan and Organization

Develop and maintain an EOP and organization to provide for the emergency needs of the Subdivision according to SEMS Regulations and NIMS, and coordinate with and, where able, support other Subdivisions, the County, and the OA Emergency Operations Center (EOC).

#### **Procedures**

Develop Subdivision procedures that outline the steps necessary to satisfy responsibilities as a member jurisdiction of the OA.

#### Troining and Exercises

Maintain a thorough knowledge of the Parties' and OA's EOPs and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency. Conduct regular exercises and participate in regional exercises, when offered.

#### Emergency Assistance

Parties shall offer assistance to other jurisdictions and secondary and relief support to the OA within the limits of capabilities and according to applicable mutual aid agreements. Parties should participate in mutual aid agreements wherever possible.

#### Resource Lists

Maintain current resource listings of staff, facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.

#### Critical Points of Contact

Identify 24-hour or other critical points-of-contact for the Subdivision that may be used by the OA EOC during emergency operations. If the points-of-contact are individuals, identify a primary and at least three alternates for each. Inform county emergency management staff when critical points-of-contact change or are updated.

#### Disaster Recovery and Financial Reimbursement

Subdivisions have ultimate responsibility for their own recovery program and will work directly with FEMA and Cal OES throughout the cost recovery process. Each Subdivision is individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

#### 3.2 County-Specific Responsibilities

The County acts as the OA Lead Agency. The OA Lead Agency has the following responsibilities to the OA in addition to those responsibilities specified under Section 3.1 of this Agreement:

#### 24-Hour Contact Point

The County will serve as the 24-hour contact point for the OA and act as lead in activating the OA EOC, hereinafter referred to as OA EOC.

#### Operational Area Emergency Operations Center

The County EOC and Alternate EOC (as designated) shall serve as the OA EOC. The OA EOC shall exist as a dedicated essential facility and be capable of serving as the central point for:

- coordinating information and resources with OA subdivisions
- coordinating all levels of government as a component of Orange County's Multiagency Coordination System (MACS)
- coordinating with other OAs
- reporting information to and coordinating with the California Office of Emergency Services (Cal OES) Southern Region EOC

County emergency management staff shall be responsible for ensuring the OA EOC is maintained in a state of constant readiness, in accord with the FEMA Emergency Operations Center Assessment Checklist and ASTM E2668 — Standard Guide for Emergency Operations Center Development, or subsequent standards if revised.

#### Initial EOC Activation Staffing

The County shall provide initial OA EOC activation staff. Subdivisions with available resources may provide secondary and relief OA EOC staffing.

#### Disaster Recovery and Financial Reimbursement

The County shall be responsible for coordinating the formal recovery process through Cal OES and FEMA and will assist with:

- Coordinating initial OA disaster recovery
- Scheduling damage assessment site visits
- Other duties as outlined in the Recovery Annex to the OA EOP

#### Operational Area Emergency Operations Plan and Annexes

County emergency management staff shall be responsible for coordinating with the Orange County Emergency Management Organization to maintain and revise the OA EOP, annexes and SOPs as directed by the Executive Board.

#### Operational Area Executive Board Support

County emergency management staff shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow-up only.

#### Subcommittee and Working Group Support

County emergency management staff shall provide support to Executive Board subcommittees and working groups.

#### Section Four. Operational Area Coordinator and Operational Area Manager

#### 4.1 Operational Area Coordinator

By this Agreement, the Council creates and recognizes the position of an OA Coordinator, hereinafter referred to as the Coordinator. During an emergency the OA Coordinator position will be filled by the Orange County Director of Emergency Services, as specified by Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

#### 4.1.1 Powers and Duties

The Coordinator shall direct and coordinate the OA during times of emergency. In addition to his/her responsibilities as Director of Emergency Services, the Coordinator shall have the additional duties and powers, as described below and in the OA EOP:

#### Direction and Coordination

Serve as key decision-maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the OA Lead as specified in Title 19 California Code of Regulations Section 2409(e).

#### Operational Area Representative

Represent the OA in all dealings with the public or private agencies on matters pertaining to emergencies as defined in Section 3-1-2 of the Orange County Code of Ordinances.

#### 4.2 Operational Area Manager

By this Agreement, the Council creates and recognizes the position of an OA Manager. The OA Manager shall be the County Emergency Manager as specified in Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

#### 4.2.1 Powers and Duties

The OA Manager shall have the following powers and duties:

Administration of Operational Area Agreement

On a day-to-day basis, ensure County-specific responsibilities detailed in Section 3.2 are met.

Staff to the Operational Area Executive Board

Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned OA staff with the Executive Board.

#### Daily Coordination and Assistance

Direct the daily coordination and cooperation between the county emergency management staff, Subdivisions, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.

#### Notification of Emergency Operations Center Activation

Notify the Board of Supervisors, the Executive Board, and OCEMO of an OA EOC activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.

#### OCEMO Support

Serve on OCEMO Leadership. Provide support to OCEMO for agendas, minutes and administrative support only. Staff support to OCEMO subcommittees shall be provided by OCEMO members.

#### Budget and Staffing

Develop an annual operating budget and staffing recommendations, and monitor the expenditures at the direction of the Executive Board.

#### After Action Reports

Coordinate with OCEMO for the development of after action reports for the Executive Board following activations of the OA EOC.

#### Resource Coordination

Act as the coordination point between Subdivisions and the Cal OES on a day-to-day basis for Emergency Management Mutual Aid (EMMA) resource requests, in accordance with the State of California Emergency Management Mutual Aid Plan. The OA Manager may also coordinate other OA mutual aid requests, as appropriate.

#### Section Five. Operational Area Response Systems

#### 5.1 Operational Area Emergency Operations Plan

Under the direction of the Executive Board, county emergency management staff shall be responsible for maintaining the OA EOP, which shall provide for the effective mobilization of all OA resources, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the OA emergency response organization. This responsibility is inclusive of the EOP and any associated Annexes and SOPs.

#### 5.1.1 Compliance

The OA Emergency Operations Plan shall comply with applicable local, state and federal planning criteria, including NIMS and SEMS.

#### 5.1.2 Functional Assignments

The OA EOP shall include the functions assigned to the mutual aid organizations, County agencies/departments and Subdivisions. It shall be the responsibility of agency/department heads and Subdivisions to appoint staff who shall report to the OA EOC and carry out the assigned duties as appropriate.

#### 5.1.3 Approval

Updates and revisions to the OA EOP and annexes will be effective on approval by the Executive Board. SOPs and other support documents may be updated on an ongoing basis by county emergency management staff as long as changes are consistent with approved plans and annexes.

#### 5.2 Operational Area Emergency Operations Center

#### 5.2.1 Location

The primary and dedicated County EOC located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OA EOC. Communication connection to the OA EOC shall be the responsibility of each Subdivision and Mutual Aid Coordinator or their representative.

#### 5.2.2 Required Activation

Activation of the OA EOC is required under the conditions defined by SEMS, Title 19 California Code of Regulations Section 2409(f), the Orange County OA EOP and associated Annexes.

#### 5.2.3 Staff for the Operational Area Emergency Operations Center

The County shall provide initial OA EOC activation staff. Subdivisions with available resources shall provide secondary and relief OA EOC staffing. Emergency management or other mutual aid shall be used to staff the OA EOC as necessary. The County declares its willingness to provide a staff member to an impacted Subdivision's EOC or Incident Command Post to act as an OA coordination point, if desired by the Subdivision and as personnel availability and safety concerns allow.

#### Section Six. Operational Area Finance

#### 6.1 Operational Area Expenses and Revenues

Operational Area Administrative Expenses

This Agreement recognizes that there are day-to-day costs associated with OA administration and emergency management activities; these costs are separate from County-specific emergency management activities. The County shall provide administrative staffing for the OA to carry out the duties as delineated in Section 3.2 and Section 4 of this Agreement; however, the County shall not be solely responsible for the costs of administering the OA.

The County Board of Supervisors has the over-arching authority and responsibility to approve the county emergency management budget that supports both County and OA emergency management activities.

To offset costs of the OA, the Executive Board shall be responsible for the acquisition and distribution of federal, state, and business or private foundation emergency management grant funds. For emergency management grant funds made available to the OA for distribution among the Subdivisions, the Executive Board will review and approve proposed funding allocation methods. Their review will take into consideration recommendations from OCEMO, acting in their role as subcommittee to the Executive Board. To offset administrative costs, a percentage of such grants may be allotted to the OA before apportionment among the subdivisions. If funding becomes available with a short application period that does not allow for OCEMO, Executive Board, and County Board of Supervisors pre-approval, then approval will be sought retroactively through the ratification process set forth by the County Board of Supervisors.

The County or any Subdivision may fund through general or special funds any services, supplies, or programs that they separately or jointly determine are necessary to comply with laws or regulations, or that serve the purposes of emergency prevention, preparedness, response, recovery and mitigation on an OA level.

#### Costs of Operational Area during Emergency Response and Recovery

During emergencies, all OA jurisdictions shall be expected to participate to the maximum extent possible, according to mutual aid and other agreements, with the understanding that during an emergency, the priorities are life safety, property, and the environment (in that order), regardless of which jurisdiction is impacted. This Agreement incorporates by reference the reimbursement concepts of the Emergency Management Assistance Compact, the California Disaster and Civil Defense Master Mutual Aid Agreement, and the State of California Emergency Management Mutual Aid Plan. Expenditures made in connection with such emergency activities required by this Agreement, the California Emergency Services Act and/or SEMS, including mutual aid activities,

shall be deemed conclusively to be for the direct protection and benefit of the persons and property in the OA.

In deciding the level of OA response and resource commitment during emergencies, the County and Subdivisions agree to operate according to the EOP and supporting documents defined in Section 5.1 of this Agreement.

#### Financial Reimbursement and Recovery Following Emergencies

The County and each Subdivision are each individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

#### Section Seven. Operational Area Agreement Administration

#### 7.1 Existing Agreements

Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except for superseding the existing OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS dated October 3, 1995, and addenda; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid or other emergency response agreements.

#### 7.2 Effective Date

This Agreement shall become effective six months after approval and execution by the County Board of Supervisors and at least one Subdivision. Any Subdivision in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the County upon a Subdivision's execution of this Agreement.

#### 7.3 Withdrawal

Any Party may withdraw from this Agreement by providing written notice to county emergency management staff. Said notice shall be given 30 days before withdrawal from this Agreement.

#### 7.4 Indemnification

Each Party shall defend, indemnify, and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating directly to the negligent or otherwise wrongful acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

#### 7.5 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

#### 7.6 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- All references to Parts, Sections, and Paragraphs are references to Parts, Sections and Paragraphs contained herein;

- All references to any ordinance, resolution, law, regulation or guidance shall include references to any ordinance, resolution, law, regulation or guidance which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated, supplemented, substituted, novated, replaced, or assigned by the same and shall include, without limitation, any instrument, proclamation, bylaw, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation thereto;
- The words "herein", "hereto" and "hereunder" refer to this Agreement as a whole and not to the particular Section, or Paragraph in which such word may be used;
- Any reference to a public organization or representative shall be deemed to include a reference to any successor to such public organization or representative or any organization or entity or representative which has taken over the functions or responsibilities of such public organization or representative.

#### 7.7 Ambiguities

In the case of any ambiguity or discrepancy:

- Between the provisions in this Agreement and the provisions of any underlying Executive
  Order, law, or regulation, the provisions of underlying Executive Order, law, or regulations
  will be incorporated by approval of the Executive Board and written notice shall be
  provided to all Parties.
- Between the provisions in this Agreement and the provisions of any underlying mutual aid agreement or EOP, the provisions of this Agreement shall prevail until such time as the OA Executive Board considers the matter and notice of proposed resolution to such issues are provided to all Parties.

#### 7.8 Amendment

This Agreement may not be amended or modified except in a writing executed by a majority of all signature Parties as defined by Section 2.1 of this Agreement.

#### **OPERATIONAL AREA AGREEMENT** OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

DATED: <u>5/19/20</u>	County of Orange  (City or Jurisdiction)  Michelle Steel, Chairwoman  County of Orange
ATTEST:  By:	
Date 5 19 20  NOTICE TO COUNTY OF ORANGE TO BE GIVEN TO:	
City/Jurisdiction  Donna Boston  Name	
County of Orange City/Jurisdiction 2644 Santiago Canyon Road	
Address Silverado, CA 92676 City/State/Zip 714-628-7154	
FAX Number	
Wendy Alullysi	
Wendy Phillips, Senior Deputy County Counsel	
County of Orange	

ATTEST:			
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NOTICE TO _	City/Jurisdiction	_ TO BE GIVEN TO:	
			-
	Name		
	City/Jurisdiction		
	Address		-
Chapter 3	City/State/Zip		-
	FAX Number		-
APPROVED A	AS TO FORM:	~	
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Sinio	- Deper	ty County (	Dunse
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**Attachment: B** 

# OPERATIONAL AREA AGREEMENT OVERVIEW

#### BACKGROUND

The Operational Area Agreement formally organizes the County of Orange and its political subdivisions as the Orange County Operational Area for purposes of emergency management coordination, as required by the State of California's



Standardized Emergency Management System. First approved in 1995, the document lays out a framework for interjurisdictional cooperation and the responsibilities of the County of Orange and its individual subdivisions. This document was reviewed and approved by the County of Orange and the 100+ political subdivisions that make up the Orange County Operational Area, and it has served as the foundation for nearly 25 years of regional emergency management collaboration.

In 2017, the Orange County Sheriff's Department Emergency Management Division began a process to revise the Operational Area Agreement to account for changes in emergency operations plans, incorporate advances and new perspectives in the emergency management discipline and ease administration of Operational Area functions. The Operational Area Agreement Revision Working Group was formed and met for more than a year to develop an updated document taking into account new programs and paradigms at the local, state and federal level, as well as lessons learned from more than twenty years of administering the existing framework. Following an extensive review and revision process in 2018 and 2019, the revised Operational Area Agreement was approved by the County Board of Supervisors on March 24, 2020. The Agreement must now be approved by each individual jurisdiction in the Orange County Operational Area.

## What's New in the 2020 Agreement

The new OA Agreement developed by the OA Agreement Revision Working Group has major structural and significant content changes from the original 1995 document. Agreement sections were reorganized to make the document easier to understand and reference and the document was reformatted to more closely align with the Emergency Management Division's plan document style guide. A complete crosswalk of structural changes is available on request from the Emergency Management Division.

The major content changes are outlined below:

#### **NEW OPERATIONAL AREA EXECUTIVE BOARD MEMBERS**

Five new Operational Area Executive Board seats were added to the body to more accurately represent the interests of the Operational Area. The following seats were added:

- The County Executive Officer
- The Orange County Social Services Agency Director
- The Operational Area Water/Wastewater Mutual Aid Coordinator
- A representative selected jointly from the Orange County Community College Districts
- The Orange County Transportation Authority Chief Executive Officer

#### ORANGE COUNTY EMERGENCY MANAGEMENT ORGANIZATION (OCEMO) UPDATE

Since the 1995 Agreement was approved, OCEMO has transitioned to a simpler model than was outlined in the original document. Several changes were made in the new Agreement draft to reflect the current operational practices of OCEMO and ensure alignment with the new OCEMO bylaws approved in 2018, but the major shift was

the removal of the OCEMO Representative Board, which has not been practically in use for a decade or more. The new draft also provides clarity on the nature of the administrative support provided to OCEMO by the County of Orange.

#### **OPERATIONAL AREA COORDINATOR STAFFING**

The 1995 Agreement specifically outlined which agencies are responsible for staffing the Operational Area Coordinator (OAC) position. At the time of approval, this staffing arrangement aligned with the staffing of the Director of Emergency Services (DES) position and was meant to outline additional responsibilities for the DES during an Operational Area-wide incident. Since approval, the County Ordinance that defines staffing for the DES role was updated by Board Resolution and created a conflict with the original OAC staffing arrangement. To rectify this conflict and to prevent similar issues in the future, the language in the updated draft was streamlined to reference the County Ordinance and Resolution rather than separately defining OAC staffing.

#### **OPERATIONAL AREA FINANCE**

The New Operational Area Agreement includes a significant reworking of language related to OA finances and grant funding and administration. Relevant language once contained in Addendum Two (See Addendums section below) is now incorporated in the main body of the agreement. Language referencing specific grant programs was replaced with broader language that reflects the shifting nature of grant funding and the challenges of grant administration. The new language also addresses lessons learned related to the financial aspects of mutual aid and disaster recovery.

#### **ADDENDUMS**

The 1995 Agreement as approved had three addendums that addressed various issues brought forth during the development of the original document. Addendum One clarifies roles and responsibilities for the Operational Area, the Operational Area Executive Board, and the Operational Area Coordinator. Addendum Two includes documents related to the administration of the Emergency Management Assistance Program grant that no longer exists. Relevant portions of these two addendums were incorporated into the main body of the new Agreement draft as appropriate.

Addendum Three is the Operational Area Mutual Aid Plan. This critical document will become an attachment to the Unified County of Orange and Orange County Operational Area Emergency Operations Plan. This will put the Mutual Aid Plan on a more defined schedule of review and revision.

# OA AGREEMENT JURISDICTION APPROVAL PROCESS

With the approval of the OA Agreement by the Orange County Board of Supervisors, the agreement is now ready for presentation to Orange County's jurisdictions for approval. The OCSD Emergency Management Division is available to support jurisdictions with this process with documents and sample language for agenda staff reports. Jurisdictions approving the Agreement will be asked to provide the following items to the OCSD Emergency Management Division:

• Physical copy of OA Agreement signature page with wet signatures mailed to:

Emergency Management Division Orange County Sheriff's Department ATTN: Ethan Brown 2644 Santiago Canyon Road Silverado, CA 92676

- Scanned copy of OA Agreement signature page sent to <u>ETBrown@ocsd.org</u> as soon as possible after approval
- Digital copy of any other approval documents (Agenda Staff Report, Resolution, etc.) sent to ETBrown@ocsd.org

Item: 9F

# CITY OF STANTON REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** February 9, 2021

SUBJECT: CONTRACT AMENDMENT FOR KOSMONT REAL ESTATE SERVICES

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

Requested is authorization to allow the City Manager to extend the life of the professional services agreement with Kosmont Real Estate Services (formerly Kosmont Realty Corporation) to provide economic development consultation services.

Also requested is authorization to allow the City Manager to increase the rate of compensation to Kosmont Real Estate Services by ten percent.

#### RECOMMENDED ACTION:

- 1. City Council and Authority Board declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
- 2. Approve the contract amendment with Kosmont Real Estate Services; and
- 3. Authorize the City Manager to bind the City of Stanton and Kosmont Real Estate Services in a contract to provide economic development consultation services.

#### **BACKGROUND:**

Kosmont Companies has been providing the City with economic development consulting services for approximately nine years. To date, they have assisted the City in identifying which City/former redevelopment agency owned properties have potential for commercial and industrial development versus residential development, selecting three of the commercially viable properties as key development sites and assisting with the actual development of these sites. These key development sites include the Stanton Plaza, the "Strawberry Field" property located on Lampson Avenue just east of Beach Boulevard and the vacant property located at 12456 Beach Boulevard (north of an existing CVS pharmacy).

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

The proposed contract amendment serves three main purposes. First, this contract amendment extends the contract term. The current contract period expired April 11, 2020. This amendment would extend the term of the contract for two years (to April 2022), with an option to extend for an additional two years.

Second, the contract amendment will reassign the contract's consultant from Kosmont Realty Corporation to its successor in interest, Kosmont Real Estate Services.

Third, the contract amendment will increase the rate of compensation for the Partner/Senior Vice President/Senior Consultant by ten percent (10%), from \$187.00/hour to \$206.00/hour.

#### **FISCAL IMPACT:**

The consulting fees will increase by \$19.00/hour. The consulting fees will continue to be paid from the Housing Authority, first by exhausting the prepaid budget. The \$187,500 prepaid budget came out of sale proceeds from the disposition of three properties (including Strawberry Field) and has a remaining balance of \$77,307.

#### **ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

#### **LEGAL REVIEW:**

None.

## STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

- 4. Promote a strong local economy
- 5. Ensure fiscal stability and efficiency in governance

## **PUBLIC NOTIFICATION:**

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

Prepared By:	Approved by: /s/ Jarad L. Hildenbrand		
/s/ Jason Huynh			
Jason Huynh Management Intern	Jarad L. Hildenbrand		
manayement mem	City Manager		

# Attachment:

A. Kosmont Real Estate Services Contract Amendment

# Attachment: A

#### **CITY OF STANTON**

# THIRD AMENDMENT TO CONSULTANT CONTRACT FOR ECONOMIC DEVELOPMENT ADVISORY AND BROKERAGE SERVICES

THIS THIRD AMENDMENT TO CONTRACT FOR ECONOMIC DEVELOPMENT AND BROKERAGE SERVICES (the "Third Amendment"), is made and entered into on April 11, 2020 by and between the City of Stanton, a California municipal corporation (the "City") and KOSMONT REAL ESTATE SERVICES, a California Corporation (the "Consultant") which is successor in interest to KOSMONT REALTY CORPORATION (the "Original Consultant").

#### A. RECITALS

- (i) On March 19, 2014, City and Original Consultant entered into that Contract for Economic Development and Realtor Services (the "Agreement") for the services of Consultant in connection with the pre-disposition due diligence, brokerage services for the City, and Economic Development Advisory; and,
- (ii) On March 8, 2016, City and Original Consultant amended the Agreement for an extension of the term to expire March 8, 2018; and,
- (iii) Prior to April 11, 2018, City and Original Consultant amended the Agreement to extend the Agreement to April 11, 2020 and to allow the hourly rate for Partner/Senior Vice President/Senior Consultant to be increased by 10% from the original \$170.00/hour to \$187.00/hour; and,
- (iv) Consultant, Kosmont Real Estate Services, was formed as a corporation and registered with the California Secretary of State on December 19, 2017, and was thereafter licensed as a real estate brokerage firm by the State of California Department of Real Estate on March 9, 2018; and,
- (v) Original Consultant (Kosmont Realty Corporation) desires to assign its consulting and brokerage activities including the tasks and all terms and obligations under this Agreement to Consultant (Kosmont Real Estate Services) pursuant to Section 18 herein; and,
- (vi) City and Consultant agree that it is in the best interests of both to amend the Agreement to again extend the term of the Agreement and to allow the hourly rate for Partner/Senior Vice President/Senior Consultant to be increased.

#### B. <u>AMENDMENT</u>

In consideration of the mutual covenants and conditions set forth herein, the City and Consultant agree as follows:

#### 1. **TERM**

City intends to contract Consultant for professional services, which shall commence on April 11, 2020, and shall remain and continue in effect until April 11, 2022, with the option to extend services for an additional period as agreed upon by both parties for a period no longer than two years, unless sooner terminated pursuant to the provisions of this Amendment.

#### 2. **RATE**

The hourly rate for the Partner/Senior Vice President/Senior Consultant shall be increased by 10% from \$187.00/hour to \$206.00/hour. The hourly rate for the President shall remain at \$220.00/hour.

#### 3. **SERVICES**

Consultant shall provide economic development, finance and real estate advising services, including, but not limited to, asset valuations and strategic analyses.

#### 4. **PERFORMANCE**

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

#### 5. **CITY MANAGEMENT**

The City of Stanton's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Scope of Services or change Consultant's compensation, subject to Section 6 hereof.

#### 6. **PAYMENT**

(a) The City agrees to pay Consultant in accordance with the payment rates and terms as set forth within **Section 2**, based upon actual time spent on the above tasks. In no event shall the value paid for the satisfaction of any one

task exceed ten thousand dollars (\$10,000.00).

- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.
- (c) Consultant will submit an invoice for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

#### 7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 6.

#### 8. **DEFAULT OF CONSULTANT**

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

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

#### 9. OWNERSHIP OF DOCUMENTS

- (a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- (b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 10. **INDEMNIFICATION**

(a) <u>Indemnification for Professional Liability</u>. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and

hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, complaints, liabilities, obligations, promises, charges, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law.

- (b) <u>Indemnification for Other than Professional Liability</u>. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.
- (c) <u>General Indemnification Provisions</u>. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.
- (d) <u>Obligation to Defend</u>. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

#### 11. **INSURANCE**

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

#### 12. **INDEPENDENT CONSULTANT**

- (a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- (b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

#### 13. **LEGAL RESPONSIBILITIES**

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

#### 14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant in

connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

# 15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

#### 16. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, Complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

#### 17. **NOTICES**

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

To City: City of Stanton

7800 Katella Avenue Stanton, California 90680 Attention: City Clerk

To Consultant: Kosmont Real Estate Services

1601 N. Sepulveda Boulevard, #382

Manhattan Beach, CA 90266

#### 18. **ASSIGNMENT**

The original party to Agreement, Kosmont Realty Corporation desires, and City agrees, to assign the consulting and brokerage activities from Kosmont Realty Corporation to Kosmont Real Estate Services, including the tasks and all terms and obligations under Agreement.

Kosmont Real Estate Services shall not further assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only **Kosmont Real Estate Services** shall perform the services described in this Agreement.

#### 19. **LICENSES**

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

#### 20. **GOVERNING LAW**

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

#### 21. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the

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

## 22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CITY OF STANTON:		CONSULTANT: Kosmont Real Estate Services		
Ву:	Jarad Hildenbrand CITY MANAGER	By: Larry J. Kosmont PRESIDENT & CI	EO	
<b>ATT</b>	EST:			
Ву:	Patricia A. Vazquez City Clerk	By: Larry J. Kosmont Chief Financial Of	ficer	
APP	ROVED AS TO FORM:			
Ву:				
	HongDao Nguyen City Attorney	NOTARY REQUIRED		

# **EXHIBIT A**

(Consultant's insurance certificates)

Item: 9G

# CITY OF STANTON REPORT TO CITY COUNCIL

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

**DATE**: February 9, 2021

SUBJECT: APPROVAL OF 2021 LEGISLATIVE PLATFORM

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

Consideration of revising the currently approved legislative platform to establish guiding principles and policy statements that will allow city staff to address legislative and regulatory issues in a timely manner.

#### **RECOMMENDED ACTION:**

- 1. City Council declare that the project is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
- 2. Adopt the 2021 Legislative Platform; and
- 3. Authorize the Mayor and City Manager to provide support or opposition for legislation in compliance with the Legislative Platform.

#### **BACKGROUND:**

During the legislative session, the City is often asked by different agencies, cities, and organizations to provide letters of support or opposition for certain pieces of legislation. These requests usually provide a very short turnaround period of a number of days, rather than weeks for cities to draft and send letters of support or opposition. On March 12, 2019, City Council approved the 2019 Legislative Platform.

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

The adoption of the legislative platform allows for the City Council to establish guiding principles, and policy statements to provide staff with direction on which legislation to support or oppose. Included in the attached 2021 Legislative Platform are three Guiding Principles:

- 1. **Preserve Local Control** Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.
- 2. Promote Fiscal Stability Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State, or Federal Governments and/or make cities more dependent on the County, State, or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.
- 3. **Support Funding Opportunities** Support opportunities that allow the City to compete for its fair share of regional, state, and federal funding. Support funding for programs including, but not limited to, economic development such as infrastructure investment and housing, transportation projects including road resurfacing, bicycle and pedestrian safety, multi-modal transportation systems and transit-oriented development, air quality, water quality and local water reliability, parks and recreation, historic preservation, natural resources, hazard mitigation, public safety and public health.

Consistent with the Guiding Principles, a number of Policy Statements are proposed to take a clear position on a number of topics, including: administration and taxation, economic development, air quality and renewable energy, building, solid waste and recycling, water quality and water supply, land use planning and housing, cannabis, libraries, parks and recreation, human resources and risk management, public safety, police, fire and emergency medical services, and public works.

The adoption of the 2021 Legislative Platform will allow the City to address legislative and regulatory issues in a timely manner, while ensuring the positions taken are consistent with Council's direction. As new types of legislation are introduced, where a specific policy statement has not been included, staff would refer to the three guiding principles to determine whether to support or oppose a piece of legislation. The 2021 Legislative Platform is attached to this staff report along with a redline version showing the changes from the 2019 Legislative Platform.

#### FISCAL IMPACT:

None.

#### **ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

#### **PUBLIC NOTIFICATION:**

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

# STRATEGIC PLAN OBJECTIVE ADDRESSED:

4 – Ensure Fiscal Stability and Efficiency in Governance6 – Maintain and Promote a Responsive, High Quality, and Transparent Government

Prepared by: Approved by:

/s/ Jason Huynh /s/ Jarad L. Hildenbrand

Jason Huynh Jarad L. Hildenbrand

Management Intern City Manager

#### Attachments:

A. 2021 Legislative Platform

B. Redline from 2019 Legislative Platform

# Attachment: A



## Purpose of the Legislative Platform

This document serves as the City of Stanton's guide to actively pursuing pending legislation through monitoring and communications activities. The 2021 City of Stanton Legislative Platform represents the City Council's position on current or future issues that have the potential to directly or indirectly impact the City.

Below are the Guiding Principles and Policy Statements that will allow City staff to address 2021 legislative and regulatory issues in a timely manner, without precluding the consideration of additional legislative and budget issues that may arise during the legislative session.

#### **GUIDING PRINCIPLES**

#### I. PRESERVE LOCAL CONTROL

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

#### II. PROMOTE FISCAL STABILITY

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State, or Federal Governments and/or make cities more dependent on the County, State, or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.

#### III. SUPPORT FUNDING OPPORTUNITIES

Support opportunities that allow the City to compete for its fair share of regional, state, and federal funding. Support funding for programs including, but not limited to, economic development such as infrastructure investment and housing, transportation projects including road resurfacing, bicycle and pedestrian safety, multi-modal transportation systems and transit oriented development, air quality, water quality and local water reliability, parks and recreation, historic preservation, natural resources, hazard mitigation, public safety and public health.

#### **POLICY STATEMENTS**

#### Administration and Taxation

- 1. Oppose State or Federal efforts to "borrow" local revenues and encourage the State to find other methods of balancing its budget.
- Oppose measures that shift local funds to the County, State, or Federal Governments and/or make cities more dependent on the County, State, or Federal Governments for financial stability.
- Support local sales and use tax reform to create an accurate and equitable distribution structure that appropriately captures and allocates sales tax, including automobile, boat, and RV purchases.
- 4. Oppose the imposition of state, federal, and regional mandates upon local governments, as well as federal mandates on the state.
- 5. Support maximum flexibility for local government in contracting and contract negotiations.
- 6. Support open government initiatives as well as the principles of the open meetings provisions of the Ralph M. Brown Act at all levels of government.

- 7. Support legislation that facilitates the ability of local government to share resources to increase efficiencies and decrease costs, including local efforts to address regional public safety issues.
- 8. Oppose proposals that would create additional financial burden on, or threaten the viability of, the California Public Employees' Retirement System (CalPERS).
- 9. Oppose measures that reduce local control over employee relations issues.
- 10. Support legislation that preserves the ability of local governments to determine the appropriate type of election for their jurisdiction.
- 11. Support efforts by the State to increase funding into the California State Controller's State Mandated Programs reimbursement program.
- 12. Support local sales and use tax reform to create an equitable distribution structure that appropriately captures and allocates online sales tax.

#### **Economic Development**

- 13. Support policies and programs that encourage working with other cities, counties and government agencies to jointly leverage resources and assets to create and strengthen economic clusters within the region.
- 14. Support economic development initiatives that preserve and enhance a positive business climate and maintain and grow the business tax base.
- 15. Support legislation that provides funding and resources to local businesses in response to the COVID-19 pandemic.

#### Air Quality and Renewable Energy

- 16. Support continued funding and incentives to local agencies to work together to improve air quality through the reduction of emissions and advancing economic and technical developments.
- 17. Support legislation and grants that would provide funds to support projects that demonstrate cost-effective, environmentally friendly, cutting-edge technologies and renewable energy for publicly owned facilities.

#### Building

18. Support policies and guidelines to facilitate alternative building methods, materials and technologies.

#### Solid Waste and Recycling

- 19. Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables.
- Support legislation that will provide funding to cities that must comply with unfunded state mandates related to waste management, solid waste recycling, and organics recycling.

#### Water Quality and Water Supply

- 21. Support and monitor legislation that increases the availability of, and funding for, water conservation, water reuse technologies, water recycling, local water storage, and other water supply technologies such as the Groundwater Replenishment System project.
- 22. Support the enhancement of a reliable and sustainable water supply for California as well as measures that improve water quality in the region.
- 23. Monitor the development and implementation of a State framework for long-term water conservation measures.

#### Land Use Planning and Housing

- 24. Support efforts to strengthen the legal and fiscal capability of local agencies to prepare, adopt and implement plans for orderly growth, development, beautification, and conservation of local planning areas.
- 25. Oppose state and federal legislation and regulations that mandate the ministerial or streamlined approval of accessory dwelling units or other types of developments.
- 26. Support housing measures that promote the development and enhancement of safe and affordable housing within the City for all economic segments of the population, while still retaining local control.
- 27. Support local control over the licensure and regulation of alcoholism or drug abuse recovery or treatment facilities.

## Cannabis

- 28. Support local, state, and federal actions that maintain local control and land use authority relating to medicinal and recreational cannabis.
- 29. Support local, state and federal regulations that provide for the enforcement necessary for medicinal and recreational cannabis laws.

#### Libraries

30. Support full State funding of the Public Library fund and other local public library programs.

#### Parks and Recreation

- 31. Oppose efforts that diminish funding for vital regional and community services that negatively impact Californian's access to parks, open space, and natural resources.
- 32. Support policies and funding sources that improve local government's ability to provide bike lanes and bike ways, after-school programming, senior services, and facilities that promote physical activity.
- 33. Support local government funding opportunities for new recreation resources and for ongoing operations and maintenance for existing parks.
- 34. Promote local agency control over policies that recognize the benefits of parks and recreation facilities.

#### **Human Resources and Risk Management**

- 35. Oppose measures that reduce local control over employee relations issues or mandate new or enhanced local government employee benefits.
- 36. Oppose measures that impose compulsory and binding arbitration with respect to employees.
- 37. Oppose legislation that would add unnecessary bureaucratic requirements to the California Public Records Act (CPRA).
- 38. Support pension reform measures designed to control or decrease employer liability or increase transparency in reporting without imposing undo hardships or administrative burdens on local government.

# Public Safety

- 39. Support measures that promote and improve community safety and well-being.
- 40. Oppose legislative attempts at early release of incarcerated prisoners and measures that would further de-criminalize non-violent offenses.
- 41. Support funding for local mitigation related to Proposition 47 and Proposition 57.
- 42. Support initiatives involving county, state, and federal governments to reduce and prevent homelessness in Orange County.
- 43. Support legislation and funding for disaster preparedness and emergency planning as well as measures that provide cities with an increased role in emergency preparedness.
- 44. Oppose legislation and regulations that would hinder a local government's ability to contract for public safety services.
- 45. Advocate for COVID-19 local recovery efforts by providing cities with direct and flexible federal and state funding to support the public's health and the economy.

#### Police

- 46. Support local control over adult entertainment facilities, alcohol establishments, and properties where illegal drugs are sold.
- 47. Support local control for the regulation of cultivation, storage, manufacturing, transportation and use of medicinal and recreational cannabis and monitor legislative and administration activity to create a joint regulatory structure for medicinal and recreational cannabis.
- 48. Support legislation increasing resources and local authority for abatement of public vandalism, especially graffiti.
- 49. Support the use of Homeland Security Funds for local public safety agencies.

#### Fire and Emergency Medical Services

- 50. Support local control of fire and emergency medical services/ambulance services, including pre-hospital care and transport.
- 51. Support efforts to streamline and coordinate hazardous materials regulations.

52. Oppose onerous standards for fire safety personnel that increase costs for local governments while doing little to increase effectiveness.

#### Public Works

- 53. Support increased State and Federal funding of transportation improvements with regional or sub-regional benefits for all modes of transportation.
- 54. Support legislation that would increase funding for local transportation projects including road resurfacing projects; local transit projects; adding bicycle lanes, sidewalks and trails throughout the city where appropriate; programs that facilitate development-oriented transit and transit-oriented development; and programs to enhance pedestrian safety
- 55. Support the allocation of state or federal transportation dollars to fund rail repurposing projects.
- 56. Support legislation that affords local agencies greater discretionary authority to expend available transportation funds and affords local jurisdictions greater flexibility over transportation-related issues.
- 57. Support the City securing their fair share of funding from SB 1 revenues to fund local transportation projects.
- 58. Oppose efforts that remove local regulatory authority on wireless infrastructure development.

# Attachment: B



#### Purpose of the Legislative Platform

This document serves as the City of Stanton's guide to actively pursuing pending legislation through monitoring and communications activities. The 202149 City of Stanton Legislative Platform represents the City Council's position on current or future issues that have the potential to directly or indirectly impact the City.

Below are the Guiding Principles and Policy Statements that will allow City staff to address 202149 legislative and regulatory issues in a timely manner, without precluding the consideration of additional legislative and budget issues that may arise during the legislative session.

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#### **GUIDING PRINCIPLES**

#### I. PRESERVE LOCAL CONTROL

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

#### II. PROMOTE FISCAL STABILITY

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting.— Oppose measures that shift local funds to the County, State\_ or Federal Governments and/or make cities more dependent on the County, State\_ or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.

#### III. SUPPORT FUNDING OPPORTUNITIES

Support opportunities that allow the City to compete for its fair share of regional, state, and federal funding. Support funding for programs including, but not limited to, economic development such as infrastructure investment and housing, transportation projects including road resurfacing, bicycle and pedestrian safety, multi-modal transportation systems and transit oriented development, air quality, water quality and local water reliability, parks and recreation, historic preservation, natural resources, hazard mitigation, public safety and public health.

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#### POLICY STATEMENTS

#### Administration and Taxation

- Oppose State or Federal efforts to "borrow" local revenues and encourage the State to find other methods of balancing its budget.
- 4.2. Oppose measures that shift local funds to the County, State, or Federal Governments and/or make cities more dependent on the County, State, or Federal Governments for financial stability.
- 2.3. Support local sales and use tax reform to create an accurate and equitable distribution structure that appropriately captures and allocates sales tax, including automobile, boat, and RV purchases.
- 3.4. Oppose the imposition of state, federal, and regional mandates upon local governments, as well as federal mandates on the state.
- 4-5. Support maximum flexibility for local government in contracting and contract negotiations.
- 5-6. Support open government initiatives as well as the principles of the open meetings provisions of the Ralph M. Brown Act at all levels of government.
- 5.7. Support legislation that facilitates the ability of local government to share resources to increase efficiencies and decrease costs, including local efforts to address regional public safety issues.
- 7.8. Oppose proposals that would create additional financial burden on, or threaten the viability of the California Public Employees' Retirement System (CalPERS).
- 8.9. Oppose measures that reduce local control over employee relations issues.
- 10. Support legislation that preserves the ability of local governments to determine the appropriate type of election for their jurisdiction.
- —Support efforts by the State to increase funding into the California State Controller's State Mandated Programs reimbursement program.

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—Support local sales and use tax reform to create an equitable distribution structure that appropriately captures and allocates online sales tax. Formatted: Space After: 6 pt

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Formatted: List Paragraph, Left, Numbered + Level: 1 + <u>12.</u> Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5" **Economic Development** Formatted: Indent: Left: 0" Support policies and programs that encourage working with other cities, counties 9.13 and government agencies to jointly leverage resources and assets to create and strengthen economic clusters within the region. 14. Support economic development initiatives that preserve and enhance a positive business Formatted: Space After: 6 pt climate and maintain and grow the business tax base. Support legislation that provides funding and resources to local businesses in response to the COVID-19 pandemic. Formatted: Not Highlight Air Quality and Renewable Energy \_Support continued funding and incentives to local agencies to work together to improve air quality through the reduction of emissions and advancing economic and technical developments. Support legislation and grants that would provide funds to support projects that demonstrate cost\_effective, environmentally\_friendly, cutting\_edge technologies and renewable energy for publicly owned facilities. Formatted: Indent: Left: 0" Building Support policies and guidelines to facilitate alternative building methods, materials <del>13.</del>18. and technologies. Formatted: Font: Not Italic Solid Waste and Recycling 19. Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables. 20. Support legislation that will provide funding to cities that must comply with unfunded state mandates related to waste management, solid waste recycling, and organics recycling. Formatted: Indent: Left: 0" Water Quality and Water Supply Support and monitor legislation that increases the availability of, and funding for, water conservation, water reuse technologies, water recycling, local water storage, and other water supply technologies such as the Groundwater Replenishment System project.

as well as measures that improve water quality in the region.

<del>16.</del>23

water conservation measures.

Support the enhancement of a reliable and sustainable water supply for California

Monitor the development and implementation of a State framework for long-term

- 17.24. Support efforts to strengthen the legal and fiscal capability of local agencies to prepare, adopt and implement plans for orderly growth, development, beautification, and conservation of local planning areas.
- 48-25. Oppose state and federal legislation and regulations that mandate the ministerial or streamlined approval of accessory dwelling units or other types of developments.
- 49-26. Support housing measures that promote the development and enhancement of safe and affordable housing within the City for all economic segments of the population, while still retaining local control.
- 20.27. Support local control over the licensure and regulation of alcoholism or drug abuse recovery or treatment facilities.

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2.2.29. Support local, state and federal regulations that provide for the enforcement necessary for medicinal and recreational cannabis laws.

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23.30. Support full State funding of the Public Library fund and other local public library programs.

#### Parks and Recreation

- 24.31. Oppose efforts that diminish funding for vital regional and community services that negatively impact Californian's access to parks, open space, and natural resources.
- 25.32. Support policies and funding sources that improve local government's ability to provide bike lanes and bike ways, after—school programming, senior services, and facilities that promote physical activity.
- 26.33. Support local government funding opportunities for new recreation resources and for ongoing operations and maintenance for existing parks.
- 27.34. Promote local agency control over policies that recognize the benefits of parks and recreation facilities.

#### Human Resources and Risk Management

- 28.35. Oppose measures that reduce local control over employee relations issues or mandate new or enhanced local government employee benefits.
- 29.36. Oppose measures that impose compulsory and binding arbitration with respect to employees.
- 30-37. Oppose legislation that would add unnecessary bureaucratic requirements to the California Public Records Act (CPRA).

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31.38. Support pension reform measures designed to control or decrease employer liability or increase transparency in reporting without imposing undo hardships or administrative burdens on local government.

#### **Public Safety**

- 32.39. Support measures that promote and improve community safety and well-being.
- 33. Oppose legislative attempts at early release of incarcerated prisoners and measures that would further de-criminalize non-violent offenses.

40.

34. Support funding for local mitigation related to Proposition 47 and Proposition 57.

<u>41.</u>

35. Support initiatives involving county, state, and federal governments to reduce and prevent-homelessness in Orange County.

42.

36. Support legislation and funding for disaster preparedness and emergency planning as wellas measures that provide cities with an increased role in emergency preparedness.

43.

- <u>44.</u> Oppose legislation and regulations that would hinder a local government's ability to contract for public safety services.
- 37.45. Advocate for COVID-19 local recovery efforts by providing cities with direct and flexible federal and state funding to support the public's health and the economy.

#### Police

- 38.46. Support local control over adult entertainment facilities, alcohol establishments, and properties where illegal drugs are sold.
- 39.47. Support local control for the regulation of cultivation, storage, manufacturing, transportation and use of medicinal and recreational cannabis and monitor legislative and administration activity to create a joint regulatory structure for medicinal and recreational cannabis.
- 40.48. Support legislation increasing resources and local authority for abatement of public vandalism, especially graffiti.
- 41.49. Support the use of Homeland Security Funds for local public safety agencies.

#### Fire and Emergency Medical Services

- 42.50. Support local control of fire and emergency medical services/ambulance services, including pre-hospital care and transport.
- 43.51. Support efforts to streamline and coordinate hazardous materials regulations.
- 44.<u>52.</u> Oppose onerous standards for fire safety personnel that increase costs for local governments while doing little to increase effectiveness.

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#### Public Works

- 45.53. Support increased State and Federal funding of transportation improvements with regional or sub-regional benefits for all modes of transportation.
- 46. Monitor the rollout of the 2017 SB 1 gas tax increase and related funding programs
- 47-54. Support legislation that would increase funding for local transportation projects including road resurfacing projects including road resurfacing projects rocal transit projects adding bicycle lanes, sidewalks and trails throughout the city where appropriate programs that facilitate development-oriented transit and transit—oriented development; and programs to enhanceing pedestrian safety
- 48.55. Support the allocation of state or federal transportation dollars to fund rail repurposing projects.
- 56. Support legislation that affords local agencies greater discretionary authority to expend available transportation funds and affords local jurisdictions greater flexibility over transportation\_related issues.
- 57. Support the City securing their fair share of funding from SB 1 revenues to fund local transportation projects.

Oppose efforts that remove local regulatory authority on wireless infrastructure development.

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Item: 10A

# CITY OF STANTON REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and City Council and Honorable Chairman

**DATE:** February 9, 2021

SUBJECT: PUBLIC HEARING REGARDING REQUEST TO MODIFY SERVICES

AND FEES FOR SOLID WASTE, RECYCLABLE, AND ORGANIC

**COLLECTION SERVICES** 

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

On September 22, 1981 the City Council awarded a solid waste franchise agreement to CR&R, and CR&R has served the Stanton community since that time. CR&R has requested modifications to its services and fees which were approved by the City Council on December 8, 2021. Pursuant to Proposition 218, the City is required to conduct a public hearing and approve the Resolution containing the proposed fees to be effective beginning April 1, 2021.

## **RECOMMENDED ACTION:**

- 1. City Council declare that this item is not subject to California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
- 2. Conduct a Public Hearing; and
- 3. Adopt Resolution No. 2021-01 permitting CR&R to charge specific rates for solid waste, recyclable, and organic collection services, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA PERMITTING CR&R INCORPORATED TO CHARGE SPECIFIC RATES FOR SOLID WASTE COLLECTION SERVICES."

#### **BACKGROUND:**

CR&R has been the City's franchised hauler of refuse, recyclables, and organics for 30 years. The franchise agreement includes both the provisions for the removal of refuse, recyclables, and organics from businesses and residences, and also for the operation of the Material Recovery Facility (MRF) on Knott Avenue.

The fees for removal services are per rates originally approved by the City and adjusted annually by the change in the Consumer Price Index (CPI). CR&R has increased rates for commercial and residential services per this formula most years. However, the rates for residential services were dropped and frozen in the 2016 amendment until July 1, 2022.

Over the years, the State has increase regulations regarding waste diversion and recycling services. State law (Assembly Bills 1826 and 341) requires that all commercial generators that generate four or more cubic yards of waste per week subscribe to a recycling program and/or an organics recycling program if the commercial generator generates organic waste. Organic waste includes food waste, food-soiled paper, landscaping waste, and non-hazardous wood waste. Additional legislation, SB 1383, will make it mandatory for nearly all businesses, multi-family, and residential homes to recycle organic waste materials by January 1, 2022. SB 1383 further requires cities to adopt a mandatory organics recycling ordinance with monetary penalties for non-attainment on or before January 1, 2022 in order to ensure full compliance.

In response to these regulations, CR&R began providing the collection of organic materials on July 1, 2016 per the First Amendment to their Franchise agreement. The collection of organics for both residential and commercial customers was implemented using additional containers for the organics. These services were to be done at no cost to the customers until July 1, 2019. The First Amendment stipulated that costs after July 1, 2019 were to be proposed to the City prior to May 1st of the year in which the rates would be adjusted.

In May of 2020, CR&R requested a modification of the collection of waste from single family residences from a two-cart to a three-cart system. The change is due to the inability to continue to separate recyclables from other trash and have a non-contaminated product that is marketable

Additionally, CR&R has requested to begin to charge for the collection of food waste and recyclables from commercial customers. Currently there is no charge for these services.

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

On May 26, 2020 the City Council reviewed proposed changes to the services provided for by CR&R in Stanton and the associated fees. The Council reviewed the proposals and formed a subcommittee of Councilmembers Van and Ramirez to further study the issues and negotiate with CR&R.

After six months of negotiations and multiple meetings, the subcommittee and CR&R came to a consensus on services and rates. Residential cart service will be changed from a two-cart system to a three-cart system (adding a third cart for recyclables). The additional fee for this service change and to charge for processing organics at the Anaerobic Digestion facility is \$3.40 monthly. The fees for commercial bin services will be reduced from 10% to 15% depending on the type of service. Finally, the rates for commercial recyclable and organics services will be set at 75% of the rates charged for bins used for trash.

These changes are required to be approved through the Proposition 218 process. The Council reviewed and approved these changes and the Proposition 218 notice at their meeting on December 8, 2021.

Proposition 218, the Right to Vote on Taxes Act was approved by California voters in November 1996. In part, Proposition 218 requires the City to conduct a majority protest proceeding before imposing or increasing any property-related fees. Specifically, Proposition 218 requires the City to hold a public hearing and mail a notice of the public hearing to the record owner of and any tenant who is directly liable for the payment of the proposed fees. The notice must be mailed at least forty-five (45) days prior to the date of the public hearing regarding the proposed fees. Property owners and affected tenants can protest the proposed fees by submitting a written protest to the City. If protests for more than half of the affected parcels are received, the City cannot approve the proposed fees.

While there is no clear legal authority requiring the City to conduct a Proposition 218 hearing for solid waste fees, there is a strong likelihood that some of the services provided by CR&R, especially basic monthly solid waste service, are subject to Proposition 218. Based on this, the franchise agreement permits the City to condition any rate approvals or increases on Proposition 218 compliance.

On December 20th, 2020, in accordance with Proposition 218 requirements, notification of the proposed solid waste collection rates was mailed to 4,100 property owners, commercial customers, tenants, and occupants in the City (Attachment 1). The notice clearly identified the proposed rates, as well as provided information regarding filing of written protests against the proposed rates. As of January 28<sup>th</sup>, 2021, no written protests had been received. A final tabulation of protests received will be provided at the February 9, 2021 hearing on the rates.

The Proposition 218 Notice provides a complete list of new solid waste rates. The rates include residential and commercial (which includes multi-family residential and industrial) customers subject to Proposition 218 requirements. Staff is recommending that the City Council approve the attached resolution prepared by the City Attorney's Office establishing the City of Stanton customer fees for solid waste collection services to be effective April 1, 2021.

## **FISCAL IMPACT:**

Waste fees are collected by CR&R directly, so this action has no direct cost to the City. The franchise agreement with CR&R calls for a 10% franchise fee, so the fees will decrease for commercial service and increase for residential service as a result of this action.

# **ENVIRONMENTAL IMPACT:**

None.

## STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Government

# **PUBLIC NOTIFICATION:**

Notices were sent to all customers and the notices were publicly posted.

Prepared by:	Approved by:
/s/ Allan Rigg	/s/ Jarad L. Hildenbrand
Allan Rigg, PE AICP Director of Public Works	Jarad L. Hildenbrand City Manager

#### Attachments:

- 1. Proposition 218 Notice
- 2. City Council Resolution No. 2021-01

# Attachment: A



#### NOTICE OF PUBLIC HEARING CONCERNING PROPOSED RATE ADJUSTMENTS TO SOLID WASTE SERVICE FEES

NOTICE IS HEREBY GIVEN that the City Council of the City of Stanton (the "City") will conduct a Public Hearing on February 9th, 2021 at 6:30 p.m., in the City Council Chamber in the City Hall, located at 7800 Katella Ave, Stanton, CA 90680, or as soon thereafter as the matter may be heard, to consider adopting increases and adjustments in the current rates for its Solid Waste Service Fees. In the event the City determines to hold the meeting virtually in accordance with Governor Newsom's Executive Order N-25-20, the City will provide information on attending and participating in the public hearing virtually when such information becomes available.

#### REASONS FOR THE PROPOSED RATE ADJUSTMENTS

The City has an exclusive franchise agreement with CR&R Inc. ("CR&R") for the collection and handling of solid waste and green waste, food scrap waste, and recycling within the City (collectively, "solid waste services"). All properties within the City are required to subscribe to the solid waste services provided by CR&R. Pursuant to the franchise agreement, Solid Waste Service Fees are imposed on customers within the City who receive solid waste services from CR&R. CR&R bills the customers directly for the services. The revenues from the fees are used to pay CR&R for the solid waste services provided under the franchise agreement.

The franchise agreement establishes a process for revising the amount that CR&R will charge the City for the solid waste services it provides within the City. Pursuant to the agreement, CR&R is proposing to adjust the rates it charges the City for these services. The agreement further provides that the amount to be paid CR&R each year may be adjusted annually for increases in the cost of living. The cost of living adjustment is based on the Consumer Price Index for all Los Angeles-Anaheim-Riverside area for all Urban Consumers (April through March of the prior year) ("CPI"), as maintained and published by the Bureau of Labor Statistics, United States Department of Labor.

The franchise agreement provides that the amount paid to CR&R may be adjusted for other factors as requested by CR&R. In accordance with the franchise agreement, CR&R has requested an increase due to an increase in the rates for the disposal fees ("Disposal Fees") paid to Orange County for disposal of solid waste with the Orange County Disposal System.

To recover the increased costs of providing solid waste services as described above, the City has determined that it is necessary to adjust the rates for the Solid Waste Service Fees it imposes on its solid waste customers.

#### PROPOSED SOLID WASTE SERVICE FEES

The rate structure for the Solid Waste and Recycling Fee has two customer classes—residential and commercial (which includes multi-family residential and industrial customers). Residential customers are billed quarterly, and commercial customers are billed monthly by CR&R. For single-family residential customers, the rates for the Solid Waste Service Fees are calculated on the basis of the number of refuse containers they use. For commercial customers, the rates for the Solid Waste Service Fees are calculated on the basis of the size (in cubic yards) of the refuse containers (i.e., bins or roll off containers) that they use and the number of pick-ups per week.

Customers may request temporary extra pick-ups of their refuse containers and bins than are scheduled, and may also request the delivery of temporary extra bins to their property. A separate, temporary "extra pick up fee" and "bin delivery fee" is imposed on any customer who requests these services. The rate for these services is a fixed charge.

If adopted, the proposed monthly rates will be in **effect beginning April 1st, 2021**. The current and proposed monthly rates for the Solid Waste Service Fees and rates for extra pick up fee and bin delivery fee are set forth in the following table.

# CURRENT AND PROPOSED RATES FOR SOLID WASTE SERVICE FEES

# MONTHLY RATES

Residential Service	Current	<b>Proposed</b>	<b>Commercial Service</b>	<b>Current</b>	Proposed
90 gallon cart set	\$19.95	\$21.65	4 yard 1x a week	\$230.96	\$207.86
additional 90 gallon container	\$20.02	\$20.02	4 yard 2x a week	\$345.00	\$310.50
65 gallon senior discount cart set	\$17.96	\$19.66	4 yard 3x a week	\$459.03	\$413.13
Cart exchange fee	\$38.70	\$38.70	4 yard 4x a week	\$573.00	\$515.70
			4 yard 5x a week	\$687.07	\$618.36
<b>Commercial Service</b>	Current	<b>Proposed</b>	4 yard 6x a week	\$801.12	\$721.01
1 yard 1x a week	\$98.05	\$88.25	2 yard compactor 1x a week	\$181.34	\$181.34
1 yard 2x a week	\$159.18	\$143.26	2 yard compactor 2x a week	\$308.32	\$308.32
1 yard 3x a week	\$220.28	\$198.25	2 yard compactor 3x a week	\$436.83	\$436.83
1 yard 4x a week	\$280.34	\$252.31	2 yard compactor 4x a week	\$563.78	\$563.78
1 yard 5x a week	\$342.43	\$308.19	2 yard compactor 5x a week	\$694.80	\$694.80
1 yard 6x a week	\$433.90	\$390.51	2 yard compactor 6x a week	\$823.23	\$823.23
1.5 yard 1x a week (3 yard split bin)	\$0.00	\$97.07	4 yard compactor 1x a week	\$343.38	\$343.38
1.5 yard 2x a week (3 yard split bin)	\$0.00	\$157.59	4 yard compactor 2x a week	\$548.95	\$548.95
1.5 yard 3x a week (3 yard split bin)	\$0.00	\$218.08	4 yard compactor 3x a week	\$760.03	\$760.03
1.5 yard 4x a week (3 yard split bin)	\$0.00	\$277.54	4 yard compactor 4x a week	\$971.06	\$971.06
1.5 yard 5x a week (3 yard split bin)	\$0.00	\$339.01	4 yard compactor 5x a week	\$1,182.25	\$1,182.25
1.5 yard 6x a week (3 yard split bin)	\$0.00	\$429.56	4 yard compactor 6x a week	\$1,393.38	\$1,393.38
2 yard 1x a week (or 4 yard split bin)	\$141.90	\$127.71	1.5 yard recycle 1x a week (3 yd split bin)	\$0.00	\$72.80
2 yard 2x a week (or 4 yard split bin)	\$229.41	\$206.47	1.5 yard recycle 2x a week (3 yd split bin)	\$0.00	\$118.19
2 yard 3x a week (or 4 yard split bin)	\$318.85	\$286.97	1.5 yard recycle 3x a week (3 yd split bin)	\$0.00	\$163.56
2 yard 4x a week (or 4 yard split bin)	\$406.18	\$365.56	1.5 yard recycle 4x a week (3 yd split bin)	\$0.00	\$208.15
2 yard 5x a week (or 4 yard split bin)	\$497.71	\$447.94	1.5 yard recycle 5x a week (3 yd split bin)	\$0.00	\$254.25
2 yard 6x a week (or 4 yard split bin)	\$587.19	\$528.47	1.5 yard recycle 6x a week (3 yd split bin)	\$0.00	\$322.17
3 yard 1x a week	\$184.12	\$156.50	2 yard recycle 1x a week	\$0.00	\$95.78
3 yard 2x a week	\$301.73	\$271.56	2 yard recycle 2x a week	\$0.00	\$154.85
3 yard 3x a week	\$419.34	\$377.41	2 yard recycle 3x a week	\$0.00	\$215.22
3 yard 4x a week	\$536.93	\$483.24	2 yard recycle 4x a week	\$0.00	\$274.17
3 yard 5x a week	\$654.44	\$589.00	2 yard recycle 5x a week	\$0.00	\$335.95
3 yard 6x a week	\$772.12	\$694.91	2 yard recycle 6x a week	\$0.00	\$396.35

Commercial Service	Current	Proposed	Commercial Service	Current	Proposed
3 yard recycle 1x a week	\$0.00	\$117.38	65 gallon green waste 1x a week	\$0.00	\$39.07
3 yard recycle 2x a week	\$0.00	\$203.67	65 gallon green waste 2x a week	\$0.00	\$69.13
3 yard recycle 3x a week	\$0.00	\$283.05	65 gallon green waste 3x a week	\$0.00	\$99.19
3 yard recycle 4x a week	\$0.00	\$362.43	65 gallon green waste 4x a week	\$0.00	\$129.00
3 yard recycle 5x a week	\$0.00	\$441.75	65 gallon green waste 5x a week	\$0.00	\$159.30
3 yard recycle 6x a week	\$0.00	\$521.18	65 gallon green waste 6x a week	\$0.00	\$196.77
4 yard recycle 1x a week	\$0.00	\$155.90	95 gallon green waste 1x a week	\$0.00	\$57.10
4 yard recycle 2x a week	\$0.00	\$232.88	95 gallon green waste 2x a week	\$0.00	\$101.04
4 yard recycle 3x a week	\$0.00	\$309.85	95 gallon green waste 3x a week	\$0.00	\$144.98
4 yard recycle 4x a week	\$0.00	\$386.78	95 gallon green waste 4x a week	\$0.00	\$188.54
4 yard recycle 5x a week	\$0.00	\$463.77	95 gallon green waste 5x a week	\$0.00	\$232.82
4 yard recycle 6x a week	\$0.00	\$540.76	95 gallon green waste 6x a week	\$0.00	\$287.58
35 gallon food waste 1x a week	\$0.00	\$28.81	3 yard green waste 1x a week	\$0.00	\$117.38
35 gallon food waste 2x a week	\$0.00	\$52.78	3 yard green waste 2x a week	\$0.00	\$203.67
35 gallon food waste 3x a week	\$0.00	\$76.74	3 yard green waste 3x a week	\$0.00	\$283.05
35 gallon food waste 4x a week	\$0.00	\$100.58	3 yard green waste 4x a week	\$0.00	\$362.43
35 gallon food waste 5x a week	\$0.00	\$124.67	3 yard green waste 5x a week	\$0.00	\$441.75
35 gallon food waste 6x a week	\$0.00	\$152.61	3 yard green waste 6x a week	\$0.00	\$521.18
65 gallon food waste 1x a week	\$0.00	\$53.51	SINGLE CHARGE FOR TE	MPORARY S	SERVICE
65 gallon food waste 2x a week	\$0.00	\$98.02	Temporary Service	<u>Current</u>	Proposed
65 gallon food waste 3x a week	\$0.00	\$142.52	3 yard Clean up Bin	\$184.44	\$184.44
65 gallon food waste 4x a week	\$0.00	\$186.78	10 Yard Roll-off Container	\$778.06	\$778.06
65 gallon food waste 5x a week	\$0.00	\$231.52	20 Yard Roll-off Container	\$521.08	\$521.08
65 gallon food waste 6x a week	\$0.00	\$283.43	40 Yard Roll-off Container	\$781.55	\$781.55
2 yard food waste 1x a week	\$0.00	\$95.78	Additional Services		
2 yard food waste 2x a week	\$0.00	\$154.85	Extra Pick up Fee	\$69.15	\$69.15
2 yard food waste 3x a week	\$0.00	\$215.22	Bin Delivery Fee	\$51.97	\$51.97
2 yard food waste 4x a week	\$0.00	\$274.17	Bin Cleaning, no charge for first	\$71.87	\$71.87
2 yard food waste 5x a week	\$0.00	\$335.95			
2 yard food waste 6x a week	\$0.00	\$396.35			

In addition to the proposed rates above, if adopted, the monthly residential rate will increase to \$23.35 for a 90 gallon trash cart with recycling and organics service and the senior discount will increase to \$21.36 for the 65 gallon set, effective July 1<sup>st</sup>, 2021.

Because the City anticipates that there will be additional adjustments in the costs of providing solid waste services that CR&R will charge in the future pursuant to the franchise agreement, the City is also proposing to annually pass through to solid waste service customers any automatic CPI adjustments for inflation and adjustments for increases in the rates for the Disposal Fees that are imposed on the City by CR&R (each a "CR&R Pass-Through Adjustment"). The CR&R Pass-Through Adjustments will impact the rates for the Solid Waste Service Fees set forth in the table above. If approved, beginning April 1st, 2021, and each July 1 thereafter for a five-year period, through and including adjustments effective on or after July 1st, 2025, the rates for the solid waste service fees may be adjusted annually by an amount not to exceed the annual percentage increase, if any, in the CPI and any increase in the rates for the Disposal Fees. Provided, however, in no event shall the rates for the Solid Waste Service Fees be adjusted for CR&R Pass-Through Adjustments in any single year by more than 5%, and provided further that in no event may a CR&R Pass-Through Adjustment exceed the City's cost of providing solid waste services.

#### PUBLIC HEARING AND PROTESTS

Any record owner of a parcel upon which the Solid Waste Service Fees are proposed for imposition and any tenant directly liable for the payment of Solid Waste Service Fees (i.e., a customer of record) may submit a written protest to the proposed rate increases and CR&R Pass-Through Adjustments to the City's Solid Waste Service Fees; provided, however, only one written protest will be counted per identified parcel. Any written protest must: (1) state that the identified property owner or tenant is in opposition to the proposed rate increases and CR&R Pass-Through Adjustments to the Solid Waste Service Fees; (2) provide the location of the identified parcel (by street address or assessor's parcel number); and (3) include the name and signature of the property owner or tenant submitting the protest. Written protests may be submitted by mail or in person to the City Clerk at 7800 Katella Ave, Stanton, CA 90680, or at the Public Hearing (date and time noted above), provided they are received prior to the close of the Public Hearing, which will occur when the public testimony on the proposed increases and adjustments is concluded. Any protest submitted via e-mail or other electronic means will not be accepted. Please identify on the front of the envelope for any written protest, whether mailed or submitted in person to the City Clerk, Attn: Public Hearing on Solid Waste Rate Adjustments.

The City Council will hear and consider all written protests and oral comments to the proposed rate adjustments at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the Public Hearing, the City Council will consider adoption of a resolution authorizing the rate increases and annual CR&R Pass-Through Adjustments to the City's Solid Waste Service Fees as described in this notice. If written protests against the proposed rate increases and adjustments to the Solid Waste Service Fees as outlined above are not presented by a majority of property owners of the identified parcels and tenants upon which the Solid Waste Service Fees are proposed to be imposed, the City Council will be authorized to impose the respective rate increases and adjustments. If adopted, the proposed rate adjustments to the Solid Waste Service Fees will be in effect beginning April 1st, 2021. The rates may also be adjusted annually for any CR&R Pass-Through Adjustments beginning July 1, 2021 and each July 1 thereafter, for a five-year period through and including adjustments effective July 1, 2025. Prior to implementing any CR&R Pass-Through Adjustment, however, the City must provide, or cause to be provided, written notice of the CR&R Pass-Through Adjustment not less than 30 days prior to the effective date of the adjustment.

For further details regarding the basis and reasons for the proposed rate adjustments and CR&R Pass-Through Adjustments to the City's Solid Waste Service Fees, please contact Allan Rigg at (714) 890-4203. For any questions you may have regarding your customer classification, please contact CR&R at (714) 826-9049.

# Attachment: B

#### **RESOLUTION NO 2021-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA PERMITTING CR&R INCORPORATED TO CHARGE SPECIFIC RATES FOR SOLID WASTE COLLECTION SERVICES

**WHEREAS,** Public Resources Code Section 40059 and Stanton Municipal Code permit the City Council to award a solid waste franchise ("Franchise") for residential and commercial customers; and

**WHEREAS**, on September 22, 1981, the City Council selected CR&R, Incorporated ("CR&R") to provide solid waste services to residential and commercial customers and executed a franchise agreement with CR&R ("Agreement"); and

WHEREAS, from time to time the City and CR&R have amended the Agreement; and

**WHEREAS**, CR&R is required to provide such solid waste services ("Services") as set forth in the Agreement; and

**WHEREAS**, the City Council is authorized under the Agreement to set the maximum rates CR&R may charge for the Services ("Rates"); and

**WHEREAS**, the City Council has directed that the City utilize the process provided in California Constitution Article XIII D, Section 6 ("Article XIII D") to approve the Rates, set for the in the attached Exhibit A, subject to compliance with Article XIII D; and

**WHEREAS**, Article XIII D requires that prior to imposing or increasing any property-related fee, the City shall provide written notice (the "Notice") by mail of the proposed Rates to the record owner of each parcel upon which the Rates are proposed for imposition and any tenant directly liable for the payment of such Rates, the amount of the Rates proposed to be imposed on each parcel, the basis upon which the Rates were calculated, the reason for the imposition or increase, and the date time and location of a public hear (the "Hearing") on the proposed Rates; and

**WHEREAS**, CR&R did provide such Notice to the affected property owners and tenants of the proposed Rates in compliance with Article XII D; and

WHEREAS, the Hearing was held on this day, February 9, 2021; and

**WHEREAS**, at the Hearing the City Council of the City heard and considered all oral testimony, written materials, and written protests concerning the establishment and imposition of the proposed Rates, and at the close of the Hearing the City did not receive written protests against the approval of the proposed Rates from a majority of the affected property owners and tenants directly liable for the payment of the Rates; and

WHEREAS, the City Council now desires to approve the proposed Rates.

### NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1**: The City Council finds and determines that the above Recitals are true and correct and incorporated herein.

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

<u>SECTION 3:</u> Pursuant to Public Resources Code Section 40059 and Stanton Municipal Code Section 6.04 the City Council has determined that authorizing CR&R to provide the Services as set forth in the Agreement serves the public health, safety and well-being. Based on this determination, the City Council awarded CR&R the Franchise as set forth in the Agreement. All procedural requirements for the award of the Franchise

**SECTION 4:** CR&R shall charge the Rates for the Services pursuant to the terms and conditions of the Agreement. The Rates will be adjusted (i.e., increased and decreased) for cost-of-living and disposal cost changes, as described in the Agreement and explained in the Notice.

**SECTION 5:** If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court or competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

**SECTION 6:** This Resolution shall supersede any and all provisions of any previous resolution and/or ordinance approved by the City Council that may conflict with, or be contrary to, this Resolution.

**SECTION 7**: This Resolution shall become effective immediately upon its adoption. The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 9th day of February, 2021.

DAVID 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 that the foregoing Resolution, being Resolution No. 2021-01 has been duly sign Mayor and attested by the City Clerk, all at a regular meeting of the Stanton Cheld on February 9, 2021, and that the same was adopted, signed and approfollowing vote to wit:	gned by the ity Council
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
PATRICIA A. VAZQUEZ, CITY CLERK	

Item: 12A

# **CITY OF STANTON**

### REPORT TO THE CITY COUNCIL

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

**DATE:** February 9, 2021

SUBJECT: CITY COUNCIL APPOINTMENTS TO FILL THREE VACANCIES ON THE

STANTON PLANNING COMMISSION FOR TERMS COINCIDING WITH

THE CITY COUNCIL ELECTION

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

The Council Member holding the seat corresponding to that numbered seat on the Stanton Planning Commission shall be responsible for appointment of one Commissioner, with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position. Section 2.06.030 also provides that the City Council, by majority vote, may waive to the requirement interview persons previously appointed by the City Council and who are requesting re-appointment to another term.

#### **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. Conduct an interview with each applicant; and
- 3. Make appointments to fill seats #2-Shawver, #4-Warren, and #5-Van on the Stanton Planning Commission.

#### **BACKGROUND AND ANALYSIS:**

The Stanton Planning Commission consists of five members who meet twice a month. The functions of the Planning Commission are to prepare, review and revise the general plan; implement the general plan through actions including administration of specific plans and zoning and subdivision ordinances; promote the coordination of local plans and programs; perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.

#### **FISCAL IMPACT:**

The Planning Commission shall consist of five members each receiving \$171.31 per month. The total cost to the City for the year is \$10,278.28.

#### **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

Patricia A. Vazquez City Clerk	Jarad L. Hildenbrand City Manager
/s/ Patricia A. Vazquez	/s/ Jarad L. Hildenbrand
Prepared By:	Approved by:
Objective 6: Maintain and promote a respons	sive, high quality and transparent government
Objective 5: Provide a high quality of life.	
Objective1: Provide a save community.	
STRATEGIC PLAN OBJECTIVE ADDRESS	SED:
Notification through the normal agenda proc	ess.
PUBLIC NOTIFICATION:	
None.	
LEGAL REVIEW:	
result in direct or indirect physical changes in	nistrative activities of governments that will no not the environment).

#### Attachments:

A. Commission Applications – Stanton Planning Commission

# Attachment: A



### **COMMITTEE APPLICATION**

Application to be considered for the following Committee: Planning
Stanton Public Safety Committee
Committee

The City of Stanton requests information from community members who are interested in serving on a City Committee. This request does not constitute an appointment as such appointments are made by the City Council.

- 1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.

Name: THOMAS ADAMS	
Residence Address:	
Resident of Stanton Since:	
Home Phone:	_ Cell Phone: _
E-Mail:	
Registered Voter in the City of Stanton (will be vo	erified through the OCROV): YES NO

		Committee Application
Previous Service on any Committee/Commission/Board:	YES	DNO
If Yes, Which Committee: Wh	nen:	
Are you available to attend evening meeting:	□NO	¥
Do you presently contract any services or are you otherwis	e employed t	by the City:
If so, what is the nature of the contract or employment:		
Please give a brief statement as to why you are interested and describe how your qualifications and skills would bene 42 YEARS SUPERINTENDENT & PROTECT COMMER CIPC TO RESIDENTIAL CONSTITUTE ON STATE OF YEARS PROBLEM SOLVING FOR CONSTITUTE OF YEARS PROBLEM SOLVING FOR YEAR	Fit the Commi MANGER LOCTION FOR MATE	ttee: FOR ON SITE MAGS IN RHD
MY MOTHER WORKED FOR THE FEDERAL VOCUNTEERS. SHE THUGHT ME WHY IN INVESTED WITH COMMUNITY. I'M E AND WOOLD LIKE TO BIVE BACK TO THE Have you participated in any community service projects or STAN ADMINISTRACE LEAGUE & YEARS	CITY I HA	JETURMEN WE LIVED IN FOR 34 YEARS

**Committee Application** 

Compen Darby High School

DECAWARE VACLEY COMMUNITY COLLEGE-BLUEPRINTS + DESIGN

CERAMIC TILE CONSULTANT - C.T.C.

APPCICATION MANAGER - RESEARH + DEYELOAMENT - 15 YEARS

Please describe your educational background and list any professional or vocational

#### Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

	1/14/21
Signature	Date

### **CITY OF STANTON**

JAN 1 1 2021

TY CLERK'S OFFICE

7800 Katella Avenue
Stanton, California 90680

### **COMMITTEE APPLICATION**

Application to be considered for the following Committee:

Stanton Public Safety Committee:

Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Committee. This request does not constitute an appointment as such appointments are made by the City Council.

- 1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.

Name: THOMAS M. FRAZIE	in the second se		
Residence Address:			
Resident of Stanton Since: 1974			
Home Phone:	Cell Phone:		
E-Mail:			
Registered Voter in the City of Stanton (will b	e verified through the OCROV):	YES	□NO

	Committee Application
Previous Service on any Committee/Commission/Board:	□NO
If Yes, Which Committee: Planking When: Seaul	wg now
Are you available to attend evening meeting:	
Do you presently contract any services or are you otherwise employed by ☐ YES ☒ NO	the City:
If so, what is the nature of the contract or employment:	
<del>2</del>	
Please give a brief statement as to why you are interested in serving on the and describe how your qualifications and skills would benefit the Committee and have the time. Thave 50 years of the building prejects from simple Room addition Malls of Hospitals. Thave been able to use multiple country's and states.	ee: I'm Defined
Have you participated in any community service projects or civic activities	

Please describe your educational background and list any professional or vocational licenses/certificates. Vetter of marine Coep. Censitos & CaryBear H. J. C. License Contractor (wastive) DSHA 10 Centified Safety teame Kaisen Frem.

#### Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

## CITY OF STANTON

JAN 13 2021



### **COMMISSION APPLICATION**

Application to be considered for the following Commission(s):

Parks and Recreation Commission Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

- 1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.

Name: Del Grand	
Residence Address:	
Resident of Stanton Since:	
Home Phone: Cell Phone:	
E-Mail:	<u> </u>
Registered Voter in the City of Stanton: XYES NO	10

Commission Application
Previous Service on any Commission/Board: YES NO  Parks + Recreation Commission Nov 2007 - May 2012 Peb-Jul 2019
Are you available to attend evening meeting: XYES NO When: (1) Aug 2012 - Feb 2019  Aug 2012 - Feb 2019  Aug 2012 - Feb 2019  NO
Are you available to attend evening meeting: XYES NO
Do you presently contract any services or are you otherwise employed by the City: ☐ YES ◯ NO
If so, what is the nature of the contract or employment:
Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:
I would like to continue my service as a Planning Commissioner, I am 100%
behind the City Council + City staff's vision for the continual growth, improvement
and beautification of our city. It is so exciting to be part of the process of seeing
1 Community Pride+ Forward Visian "become a reality, Ishall be deeply honored,
as always to continue being dedicated and thomanh in every asport in my preparation and decisions of all projects that come before the Planning Commission.
preparation and decisions of all projects that come before the Planning Commission.
Have you participated in any community service projects or civic activities? If yes, please list:
2002 Summerfest volunteer + subsequently other events
2007-2012 Parks + Recreation Commissioner
2008 attended + completed Stanton Citizens Academy
2009 to present founding board member + servetary Stanton Community Fandation
4/14/2011 Stanton Central Park planning community workshop
2012-2014 VIP (Volunteers in Policing) at OCSD Stanton substation
10/19/2012 VIP participation in Community Emergency Medical Training
2013 attended + completed OCSD Citizen's Academy + several subsequents alumniforums, presentations + activities
2015 attended + completed Green Planning Academy
alumni forums, presentations & activities  2015 attended + completed Green Planning Academy  Feb 2014 - selected to be on commissioner pained to interview Community  Development Director coundidates  Development Director Coundidates  Development Stanton Planning Commissioner
Development Director Continues
2012-2019 to present Stanton Planning Commissioner 2020 attended 4-completed Page 2 of 3 Stanton Citizens Academy

Talso serve on the board of directors of my homeowners association. PLUS -

2019-2020 Participated in the Active Transportation Plan

(1) walk along Beach Blvd - walkaudit 1/15/20

(2) workshop at Stanton Central Park 2/20/20

(3) completed survey online

(3) 200m meeting 12/17/20

Attended UCLA, El Camino College, LongBeach City College + Goldenwest College. Studied nursing, early childrend education, computer + business. Completed security training + held State of California Gruard Registration Card for over 10 years until 2017.

Please describe your educational background and list any professional or vocational

#### Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Signature Date



Application to be considered for the following Commission(s):

Parks and Recreation Commission Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

- 1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.

Name: Jeffrey Jones	
Residence Address:	
Resident of Stanton Since: 2008	
Home Phone:	Cell Phone:
E-Mail:	
Registered Voter in the City of Stanton:	S □ NO

Commission Application
Previous Service on any Commission/Board:
If Yes, Which Commission: When:
Are you available to attend evening meeting:
Do you presently contract any services or are you otherwise employed by the City: ☐ YES ■ NO
If so, what is the nature of the contract or employment:
Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:  I believe my education, law enforcement background, and training can provide a unique perspective that would
contribute to making Stanton the safest and best little
city in the OC.
Have you participated in any community service projects or civic activities? If yes, please list:  Currently serving on the "Crosspointe Village" Board of
Directors. The Board oversees the management of
Stanton's largest gated community consisting of 495 homes
and a multimillion dollar annual budget.
Retired AOCDS member.

				m-
		Commis	sion A	Application
Please describe your educational backgrour licenses/certificates.	d and list any p	rofessional	or v	vocationa
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And the same of th				
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	- 6376	111		
- Committee of the Comm		0.1		
Certification:				
			imoat	ion or the
nformation in the application in the event I am a	finalist for the appoi			
I certify that the above information is true and information in the application in the event I am a	finalist for the appoint	ntment. 2/2021		
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Application to be considered for the following Commission(s):

Parks and Recreation Commission

Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

- 1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.

Name: Jennifer Martinez	
Residence Address	
Resident of Stanton Since: 2005	
Home Phone	Cell Phone
E-Mail	
Registered Voter in the City of Stanton: YE	S 🔳 NO

		Commission Application
Previous Service on any Commission/Board:	YES	■ NO
If Yes, Which Commission:		When:
Are you available to attend evening meeting:	YES	□NO
Do you presently contract any services or are y ☐ YES ■ NO	you otherwis	se employed by the City:
If so, what is the nature of the contract or empl	oyment:	V 4 484
	anne 1	* Superior w
Please give a brief statement as to why you chosen and describe how your qualifications at I am interested in being of service to my community Stanton has past, present, and future generations unite and collaborate to bring the regardless of their gender, race, color and origin feel at I am confident that as a 20 year old Latina I can assist as the between the 43% of Spanish-speaking citizens and their English-speaking	nd skills wou as been my hon he best of our city s psolutely at hor bridge to narrow	uld benefit the Commission: me since I can remmeber. I would like to help so our neighbors, friends and any newcomer me in this maginficently diverse community. w if not eliminate the communication gap
between the 40% of Spanish-Speaking Guzens and their English-Spea	axing counterparts	s to create and strengthen the community-wide bond.
Have you participated in any community service I presently volunteer at the S		•
I also volunteered at the Sta	ınton Pı	ublic Library
I participated in the Junior Ambassadors	s Program	in Westminister
In my free time I tutor elementa	ry and h	nigh school students
I also serve as a Spanish translator in or	ur commur	nity meetings.

Commission Application
Please describe your educational background and list any professional or vocational licenses/certificates.  I graduated high school certified as a bilingual, and I am presently studying to complete my Bachelor's Degree in Business Administration.  At the present time. I am also studying an American Politics course which I will complete at the end of January of this year.
Certification:
I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Cinn of the

01/13/2021

Date

Signature



Application to be considered for the following Commission(s):

Parks and Recreation Commission Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

- 1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.

Name: Anh Nguyen	
Residence Address:	
Resident of Stanton Since: 1994	
Home Phone:	Cell Phone
E-Mail:	
Registered Voter in the City of Stanton:	S NO

		Commission Application
Previous Service on any Commission/Board:	YES	■ NO
If Yes, Which Commission:		When:
Are you available to attend evening meeting:	YES	□NO
Do you presently contract any services or are ☐ YES ■ NO	you otherwis	se employed by the City:
If so, what is the nature of the contract or emp	loyment:	
	- 10-	
Please give a brief statement as to why yo chosen and describe how your qualifications a As long time resident of Stanton, I am interestion. I have an financial accounting based on the statement of the statement as to why your chosen and describe how your qualifications a direction. I have an financial accounting based on the statement as to why your chosen and describe how your qualifications a direction.	nd skills wou terested in	uld benefit the Commission: helping the city grow in the right
estate; currently in charge of licenses, p	ermits, and	d property taxes for my current
employer's retail businesses. Not to ment	ion, I also s	cored a 4 on my Environmental
Science high school AP test and aced all	my ethics	courses in college.
Have you participated in any community service I was a part of the Kiwanis Key Club, Vie	, ,	•
Alamitos High School for three years each	ch; and Ac	counting Society at Long Beach
State for 2 years. During that time, I have	e participate	ed in various community service
projects which included food giveaways	, recycling	, painting, CHOC walks,
marathons, and more.		

Commission Application

Please describe your educational background and list any professional or vocational licenses/certificates.

Rancho Alamitos High School - Diploma

Cypress College - AA Liberal Arts

Long Beach State - Business Administration Accountancy

Quickbooks Pro Advisor

**CPA** candidate

#### Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Sig Date



Application to be considered for the following Commission(s):

Parks and Recreation Commission Planning Commission

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Name: Vi Nguyen	
Residence Address:	
Resident of Stanton Since: 2017	
Home Phone:	Cell Phone:
E-Mail	
Registered Voter in the City of Stanton:	s 🗇 NO

		Commission Application
Previous Service on any Commission/Board:	YES	■ NO
If Yes, Which Commission:		When:
Are you available to attend evening meeting:	YES	□NO
Do you presently contract any services or are ☐ YES ■ NO	you otherwis	e employed by the City:
If so, what is the nature of the contract or emp	loyment:	
0		
Please give a brief statement as to why yo chosen and describe how your qualifications a		•
As a California state worker, a resident and a fa		
My Bachelor degree in math allows me to approach	n my problems	and discover solutions through a logica
process. I like to solve complex problems and disc	over new solu	itions by thinking ahead and predict the
likelyhood of an outcome. As an outsider, I might brir	ng fresh persp	ective and opnion to the discussion table.
<del></del>	1011	- 12 - 14 - 15 - 14 - 15 - 15 - 15 - 15 - 15
Have you participated in any community service. None	ce projects o	r civic activities? If yes, please list:
		a a
SC		
	1835	2

Commission Application

Please describe your educational background and list any professional or vocational licenses/certificates.

BA in math. Electrician for the state. 10yrs in IT industry and 10 yrs in service industry
BA in math. Electrician for the state. 10yrs in IT industry and 10 yrs in service industry
BA in math. Electrician for the state. 10yrs in IT industry and 10 yrs in service industry
BA in math. Electrician for the state. 10yrs in IT industry and 10 yrs in service industry

BA in math. Electrician for the state. 10yrs in IT industry and 10 yrs in service industry

#### Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

1/11/2011

Signature

Date



Application to be considered for the following Commission(s):

Parks and Recreation Commission

Planning Commission

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- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.

Name:	······
Residence Address:	
Resident of Stanton Since:	
Home Phone:	Cell Phone
E-Mail:	
Registered Voter in the City of Stanton:	S NO

			Commission Application
Previous Service on any Commission/Board:	YES	□NO	
If Yes, Which Commission:		When:	
Are you available to attend evening meeting:	✓ YES	□NO	
Do you presently contract any services or are ☐ YES ☐ NO	you otherwis	se employed	by the City:
If so, what is the nature of the contract or emp	loyment:		
	u i i		
Please give a brief statement as to why you chosen and describe how your qualifications at As a recent first-time homeowner in Stanton, I am	and skills wo	uld benefit th	ne Commission:
member on the Planning Commission. I would lov	-		
new residents while meeting all the needs of exist	ing residents.	Aithough I do	o not have prior experience
on a Planning Commission, I have experience in s	social media c	utreach (for i	researching our residents'
needs) and data visualization (for analyzing our ci	ty's environm	ental impact,	resident data, etc.).
Have you participated in any community service In Stanton: Citizen's Academy 2020	ce projects o	r civic activit	ies? If yes, please list:
Outside of Stanton: volunteer at Long Beach Reso	cue Mission, v	olunteer mer	ntor at CSULB
		2016	
		- L	X

	Commission Application
Please describe your educational background a licenses/certificates.  B.S. in Computer Science (Harvey Mudd College Class of	
Certification:	
l certify that the above information is true and correinformation in the application in the event I am a final	·
	40/40/0000
Cloudetura	12/16/2020 — — — — — — — — — — — — — — — — — — —
Signature ·	Dale
INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACAPPLICATION AND SELECTION PROCESS MUST INFORM APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING STHE NEED FOR SUCH ACCOMMODATION INCLUDING THE NEEDED TO COMPLETE THE APPLICATION FORM, PARPERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THE	THE CITY OF STANTON AT THE TIME THIS CUCH ACCOMMODATIONS MUST DOCUMENT E TYPE AND EXTENT OF ACCOMMODATIONS TICIPATE IN THE SELECTION PROCESS OR



Application to be considered for the following Commission(s):

Parks and Recreation Commission

Planning Commission

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Name: Jose Ortega	and the second s
Residence Address:	
Resident of Stanton Since: 2015	
Home Phone:	Cell Phone:
E-Mail:	
Registered Voter in the City of Stanton: YES	□NO

Previous Service on any Commission/Board:     YES   NO	If Yes, Which Commission:		
Are you available to attend evening meeting: YES NO  Do you presently contract any services or are you otherwise employed by the City: YES NO  If so, what is the nature of the contract or employment:  Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:  I work full time for the country of Orange assisting applicants apply for Medical. I enjoy helping the Community I want to have other experience in helping other ways.  Have you participated in any community service projects or civic activities? If yes, please list:	*		Whon
Do you presently contract any services or are you otherwise employed by the City:  YES NO  If so, what is the nature of the contract or employment:  Please give a brief statement as to why you are interested in serving on the commission:  Twork full time for the country of Orange assisting  Applicants apply for Medical. I enjoy helping the  Community I want to have other experience in helping  other way S.  Have you participated in any community service projects or civic activities? If yes, please list:	Are you available to attend evening meeting:		
If so, what is the nature of the contract or employment:  Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:  I work full time for the country of Orange assisting applicants apply for Medical. I enjoy helping the Community I want to have other experience in helping other ways.  Have you participated in any community service projects or civic activities? If yes, please list:		YES	□NO
Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:  I work full time for the country of Orange assisting.  Applicants apply for Medical. I enjoy helping the Community. I want to have other experience in helping other ways.  Have you participated in any community service projects or civic activities? If yes, please list:		e you otherwis	se employed by the City:
chosen and describe how your qualifications and skills would benefit the Commission:  I work full time for the county of Orange assisting applicants apply for Medi-cal. I enjoy helping the Community I want to have other experience in helping other ways.  Have you participated in any community service projects or civic activities? If yes, please list:	f so, what is the nature of the contract or em	ployment:	- 3
chosen and describe how your qualifications and skills would benefit the Commission:  I work full time for the county of Orange assisting applicants apply for Medi-cal. I enjoy helping the Community I want to have other experience in helping other ways.  Have you participated in any community service projects or civic activities? If yes, please list:			
	applicants apply for Medi- Community I want to have	e ottern	experience in helping
		10 m	7.42

Commission Application

licenses/certificates.		100
I've taken several classes in beha	arirol hear	144
at cypress college. I've earned n	n Cedificat	Le in
Human services Generalist.		
	Descrit Services Serv	

Please describe your educational background and list any professional or vocational

Certification:

I certify that the above information is true and correct, and I authorize the verification of the for the appointment.

Date

PMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



Application to be considered for the following Commission(s):

Parks and Recreation Commission Planning Commission

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- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City Ilmits.

Name: _Jesus L. Prieto	
Residence Address:	
Resident of Stanton 2012 Since:	The soft and the s
Home Phone:	Cell Phone:
E-Mail:	
Registered Voter in the City of Stanton:	YES NO

			Commission Application
Previous Service on any Commission/Board:	YES	■ NO	
If Yes, Which Commission:		When:	
Are you available to attend evening meeting:	YE\$	□ NO	
Do you presently contract any services or are y ☐ YES ■ NO	ou otherwis	se employed	by the City:
If so, what is the nature of the contract or emplo	oyment:		
Please give a brief statement as to why you chosen and describe how your qualifications an With ongoing changes taking place within my community to the community of the statement as to why your chosen and describe how your qualifications and the statement as to why your chosen and describe how your qualifications are statement as to why your chosen and describe how your qualifications are	nd skills wou munity with r	uld benefit the espect to dev	e Commission: elopment and expansion,
I would like this opportunity to join a commissio		<del></del>	
city council in some of the decision making taking taking to the left my time spent serving my community and growing up as an underprivity value to me and my childhood. I feel I truly am able to specommunity who use City parks and activities as means of	ıp in Anaheim leged Hispan eak in value w	parks will be o	of value and input in supporting parents, community parks were many of the kids within our
Have you participated in any community service list:	projects o	r civic activit	ies? If yes, please
Anaheim Kids in Action Volunteer 1997-200	)1	post a postposto tra	of the second
Anaheim Cindo de Mayo Community Fiesta (no	ow Fiesta's	Inc)	
Treasurer 2006-2012, President 2012-2014	, Board Me	ember 2009	-2017
	20, 07 a		
		TO THE THE PARTY OF THE PARTY O	

Commission Application

12/22/2020

Please describe your educational background and list any professional or vocational licenses/certificates.

AA in Business Administration Cypress/Fullerton College (2009)

Diploma Katella High School (2005)

Some BS course work CSUF (Business Administration with an emphasis in Accounting)

(2009-2012)

#### Certification:

certify that the above information is true and correct, and I authorize the verification of the

ist for the appointment.

\_ Dat

COMMODATION TO PARTICIPATE IN THE

APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OF PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.