



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, JANUARY 25, 2022 - 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"). On September 16, 2021, Assembly Bill 361 (AB 361) was signed by Governor Newsom to allow for the City Council to attend City Council meetings electronically/telephonically and for the public to participate in the City Council meeting by electronic means. Given the health risks associated with COVID-19 and the recent surge of the Omicron variant, state and local officials are recommending measures to promote social distancing. To that end, the Stanton City Council will return to virtual meetings until further notice. The health and well-being of our residents and staff is the top priority for the City of Stanton, and people are urged to take all appropriate health safety precautions.

Members of the public will be able to access the meeting live electronically/telephonically using any of the following sources.

**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: (842 3729 2506)** to be connected to the meeting.

**In order to join the meeting via electronic device please utilize the URL link below:**

- <https://us02web.zoom.us/j/84237292506?pwd=aGV3RXJUNmh2YWV1YjU5dUROWGYxQT09>

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

E-Mail your comments to [pvazquez@StantonCA.gov](mailto:pvazquez@StantonCA.gov) 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, January 25, 2022*) will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

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

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

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

**1. CLOSED SESSION (6:00 PM)**

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

**3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

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

**4. CLOSED SESSION**

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

Number of Potential Cases: 1

**5. CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)**

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

**7. PLEDGE OF ALLEGIANCE**

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

Townsend Public Affairs State and Federal Legislative report and update.

## **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 December 31, 2021 – January 13, 2022 in the amount of \$2,994,436.12.

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

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – January 11, 2022.

#### **9D. CALRECYCLE GRANTS AND PAYMENT PROGRAM APPLICATION(S) SUBMITTAL AUTHORIZATION**

The California Department of Resources, Recycling and Recovery (CalRecycle) offers various funding and grant opportunities in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State. Two such grants, the Beverage Container Recycling City/County Payment Program and the SB 1383 Local Assistance Grant Program (FY 2021-2022), have funds available now for which the City may apply. A Resolution is required to be adopted authorizing application for this funding and any future funding.

### **RECOMMENDED ACTION:**

1. City Council declare this item to be categorically exempt from the California Environmental Quality Act (CEQA) as facility improvements are categorically exempt under the California Environmental Quality Act Section 15301, Class 1 (c) as minor alterations of existing facilities and pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that work for which funding is being received will not have a significant effect on the environment and that the funding will strengthen the handling of solid waste and represent actions by a regulatory agency (the City) for the protection of the environment; and
2. Approve and authorize the Director of Public Works or his/her designee to execute any and all necessary agreements and other grant-related documented thereof to the Department of Resources, Recycling, and Recovery (CalRecycle); and
3. Adopt Resolution No. 2022-04, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF STANTON, CALIFORNIA  
AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL  
CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR WHICH THE  
CITY OF STANTON IS ELIGIBLE.”**

### **9E. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BANG THE TABLE FOR THE ONLINE COMMUNITY ENGAGEMENT TOOL – LET’S TALK STANTON**

Request authorization to allow the City Manager to amend the Professional Services Agreement with Bang the Table, to continue the online engagement tool for projects, programs, economic development, and policy updates with a term to expire November 30, 2022.

### **RECOMMENDED ACTION:**

1. City Council declare this action of the City not to be a project as defined by CEQA and to have no result direct or indirect to physical changes in the environment; and
2. Approve the amendment to Professional Services Agreement with Bang the Table for the maximum contract sum of \$14,890; and
3. Authorize the City Manager to execute the amendment to the Professional Services Agreement with Bang the Table.

**9F. APPROVE EXTENDING PENALTIES FOR 2022 BUSINESS LICENSE RENEWALS UNTIL FEBRUARY 28, 2022, IN RESPONSE TO THE COVID-19 CRISIS**

City business licenses are valid for one calendar year (from January 1 through December 31). Each year all businesses are required to renew their business licenses annually by January 31<sup>st</sup> of the new calendar year. Businesses who had a business license in 2021, were required to submit their business license renewal form and pay their required fees by January 31, 2022. Section 5.04.350 of the City's Municipal Code assesses a 10% penalty for each month the business license fee is not paid until such fee and accumulated penalty is paid, provided that the accumulated penalty does not exceed the amount of the license fee that is due. Staff is recommending City Council approve a one-month extension for 2022 business license renewals. This would mean the City would assess penalties if business license renewals are not received or postmarked by February 28, 2022.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve extending penalty assessments for 2022 business license renewals from January 31, 2022, to February 28, 2022.

**END OF CONSENT CALENDAR**

## **10. PUBLIC HEARINGS**

### **REDISTRICTING PUBLIC HEARING #3 (6:45 PM)**

#### **10A. CONSIDERATION OF REVISED CITY COUNCIL DISTRICT ELECTORAL BOUNDARIES AS REQUIRED BY ELECTIONS CODE SECTION 21601**

Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. The City held its first public hearing on November 23, 2021 and its second public hearing on December 16, 2021. The deadline for Stanton to complete the redistricting process is April 17, 2022.

#### **RECOMMENDED ACTION:**

1. City Council declare the action not a project as defined by the California Environmental Quality Act ("CEQA") and will have no result direct or indirect to physical changes in the environment; and
2. Receive a report from staff and the City's redistricting consultant on the redistricting process and review draft maps to redraw district boundaries; and
3. Conduct a public hearing to receive public input on district boundaries.

## **11. UNFINISHED BUSINESS**

### **11A. APPROVAL OF ORDINANCE NO. 1118**

This Ordinance was introduced at the regular City Council meeting of January 11, 2022.

#### **RECOMMENDED ACTION:**

1. City Clerk read the title of Ordinance No. 1118, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12200 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ”; and**

2. City Council adopt Ordinance No. 1118.

#### **ROLL CALL VOTE:**

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

## **12. NEW BUSINESS**

### **12A. SOUTHERN CALIFORNIA EDISON CHARGE READY PROGRAM**

The Southern California Edison (SCE) Charge Ready Program has funding available for purchase and installation of electric vehicle charging equipment on a first-available, first-served basis, subject to site and scope of work verification by SCE. Due to the limitations of the Program, participation in the Program is not recommended at this time; however, City staff wishes to confirm City Council agrees with this direction.

#### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Direct staff whether or not to proceed with an application for the Southern California Edison Charge Ready Program.

## **12B. "SAY NO TO PANHANDLING" SIGNS**

City staff has created some mockups of "Say No to Panhandling" signs which, upon receipt of direction by City Council, could be manufactured and placed within medians at various intersections in Stanton.

### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Provide direction to City staff on the implementation of "Say No to Panhandling" signs at various intersections.

## **13. ORAL COMMUNICATIONS - PUBLIC**

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

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

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



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

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

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

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

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

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

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

**15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING PRIVATE SECURITY SERVICES FOR THE CITY**

At the January 11, 2022 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss obtaining private security services for the City.

**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 SHERIFF'S DEPARTMENT**

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

## 18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 20<sup>th</sup> day of January, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary

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# Item: 9B

*[Click here to return to the agenda](#)*

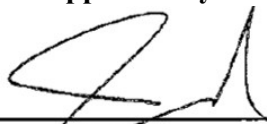
## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

**December 31, 2021 - January 13, 2022**

Electronic Transaction Nos.	1714-1725	\$	2,824,698.45
Check Nos.	134651-134703	\$	169,737.67

<b>TOTAL</b>	<b>\$</b>	<b>2,994,436.12</b>
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**Demands listed on the attached registers  
conform to the City of Stanton Annual  
Budget as approved by the City Council.**

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

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

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

## Accounts Payable

## Checks by Date - Detail by Check Number

User: mbannigan  
 Printed: 1/18/2022 5:53 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1714	GOL1321	GOLDEN STATE WATER COMPANY	01/04/2022	
	January 03	Nov 9-Dec 9 Water Services Park December 10		2,937.56
	January 03	Nov 9-Dec 9 Water Services Median December		1,883.96
	January 03	Nov 9-Dec 9 Water Services Median December		84.48
	January 03	Nov 9-Dec 9 Water Services Park December 10		4,432.76
	January 03	Nov 9-Dec 9 Water Services Building December		392.78
Total for Check Number 1714:				9,731.54
1715	REC16138	RECTRAC REFUNDS	01/04/2022	
	24930	Refund Ryan Villagomez for Park Shelter Depos		100.00
	25004	Refund Cari Sachse for Park Shelter Deposit on		100.00
Total for Check Number 1715:				200.00
1716	PRE2382	PREFERRED BENEFIT	01/06/2022	
	EIA42887	December 2021 Delta Dental-City Share		1,815.70
	EIA42887	December 2021-Cobra Share		68.70
	EIA42887	December 2021 Delta Dental-Employee Share		232.80
Total for Check Number 1716:				2,117.20
1717	BEN15755	BENEFIT COORDINATORS CORPORAT	01/06/2022	
	10257	December 2021 Prism Life Ins-City		2,469.86
	10257	December 2021 Prism Life Ins-City		486.00
	10257	December 2021 Prism Life Ins-Employee		426.78
Total for Check Number 1717:				3,382.64
1718	EDD1067	EDD	01/07/2022	
	1/1/2022	State Unemployment		3,686.66
	1/1/2022	State Tax Withholding		5,893.94
Total for Check Number 1718:				9,580.60
1719	CAS680	CA ST PERS 103	01/07/2022	
	PPE 12/18/2021	PERS-City's Share New T3 PPE 12/18/2021		5,422.02
	PPE 12/18/2021	PERS-Survivor (Employee) T1 PPE 12/18/2021		9.30
	PPE 12/18/2021	PERS-City's Share T1 PPE 12/18/2021		2,994.82
	PPE 12/18/2021	PERS-Employee's Share T1 PPE 12/18/2021		1,926.82
	PPE 12/18/2021	PERS-Survivor New T3 PPE 12/18/2021		27.90
	PPE 12/18/2021	PERS-City's Share New T3 PPE 12/18/2021		140.79
	PPE 12/18/2021	PERS-Employee New T3 PPE 12/18/2021		4,947.98
	PPE 12/18/2021	PERS-City's Share Classic T2 PPE 12/18/2021		3,133.71
	PPE 12/18/2021	PERS-Employee Classic T2 PPE 12/18/2021		2,535.94
	PPE 12/18/2021	PERS-Survivor Classic T2 PPE 12/18/2021		6.51
Total for Check Number 1719:				21,145.79
1720	INT1569	INTERNAL REVENUE SERVICE	01/10/2022	
	1/1/2022	(MC) Medicare-Employee Share		2,279.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1/1/2022	(FD) Federal Tax Withholding		16,428.08
	1/1/2022	(ME) Medicare-City Share		2,279.09
Total for Check Number 1720:				20,986.26
1721	ICM1540 PPE 1/1/2022	ICMA RETIREMENT TRUST 302393 PPE 1/1/22-ICMA #302393	01/10/2022	3,970.00
Total for Check Number 1721:				3,970.00
1722	USB13423 2016AB-012022 2016CD-012022 2020A-012022	US BANK 2016AB Bonds Debt Service Payment 2016CD Bonds Debt Service Payment 2020A Bonds Debt Service Payment	01/10/2022	824,708.62 1,233,612.95 666,799.48
Total for Check Number 1722:				2,725,121.05
1723	CAS12641 12.31.2021 12.31.2021	CA DEPT OF TAX AND FEE ADM Use Tax CY2021 (101-689222) Additional Fees	01/10/2022	518.83 39.75
Total for Check Number 1723:				558.58
1724	CAS680 PPE 1/1/2022 PPE 1/1/2022 PPE 1/1/2022 PPE 1/1/2022 PPE 1/1/2022 PPE 1/1/2022 PPE 1/1/2022 PPE 1/1/2022 PPE 1/1/2022 PPE 1/1/2022	CA ST PERS 103 PERS-Survivor New T3 PERS Survivor Classic T2 PERS-Employee's Share T1 PERS Employee Classic T2 PERS-City's Share New T3 PERS-City's Share T1 PERS Employee New T3 PERS-Survivor (employee)T1 PERS City Share- Classic T2	01/11/2022	27.90 6.51 1,917.49 2,674.67 5,825.25 2,980.31 5,180.54 9.30 3,305.14
Total for Check Number 1724:				21,927.11
1725	CAL12493 100000016655499 100000016655499 100000016655499	CALPERS 2022 Replacement Benefit Contribution 2022 Replacement Benefit Contribution 2022 Replacement Benefit Contribution	01/11/2022	774.72 3,985.44 1,217.52
Total for Check Number 1725:				5,977.68
134651	ALL228 73289	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services 10/31/21-11/13/	01/13/2022	1,735.20
Total for Check Number 134651:				1,735.20
134652	alt16120 00-2021-086-6	ALTA PLANNING + DESIGN, INC Design service for Orangewood and Santa Rosal	01/13/2022	1,912.75
Total for Check Number 134652:				1,912.75
134653	ANA12346 YMCA122021	ANAHEIM FAMILY YMCA Payment for youth sports classes-Fall 2021 (1 of	01/13/2022	1,816.50
Total for Check Number 134653:				1,816.50
134654	ATT377 12/23/2021 12/23/2021	AT&T DMV Access Line-Dec-Jan 335-253-0761 Cerritos Intercon-Dec-Jan 335-253-1318	01/13/2022	54.95 198.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134654:				253.89
134655	ATL16020 1317	ATLAS PLANNING SOLUTIONS NOV-21/Local Hazard Mitigation Plan Prep	01/13/2022	11,160.00
Total for Check Number 134655:				11,160.00
134656	AUT12223 4072361463	AUTOZONE INC. Part for vehicle repair	01/13/2022	19.56
Total for Check Number 134656:				19.56
134657	BEA14942 14564 14565	BEAR ELECTRICAL SOLUTIONS, INC Traffic Signal Response- Dec Maintenance Service- Dec	01/13/2022	3,752.00 1,045.00
Total for Check Number 134657:				4,797.00
134658	CRI13190 23146	C.R.I ELECTRIC, INC Electrical work to install charging stations at City	01/13/2022	2,720.00
Total for Check Number 134658:				2,720.00
134659	C3O13388 140788 141004	C3 TECHNOLOGY SERVICES CS/Eng Sharp Copier/Toner/Maintenance 10/9/2 Front/CR Sharp Copiers/Toner/Maintenance 11/1	01/13/2022	485.13 599.86
Total for Check Number 134659:				1,084.99
134660	CAC563 SMIP CY21 Q4	CA CONSERVATION DEPT SMIP Fee Q4 CY2021 Less 5%	01/13/2022	643.79
Total for Check Number 134660:				643.79
134661	CAS685 SL220468a	CA ST TRANSPORTATION DEPT City of Stanton's portion of Signals & Lighting u	01/13/2022	531.64
Total for Check Number 134661:				531.64
134662	CAL12690 CY21 Q4	CALIFORNIA BUILDING STANDARDS CBSC SB1473 Fee 2022Q4 Less 10%	01/13/2022	226.80
Total for Check Number 134662:				226.80
134663	CHO12584 105942412210020	CHARLES CHOU Purchased plastic bags for senior food distributic	01/13/2022	43.49
Total for Check Number 134663:				43.49
134664	cir16216 ST338977	ANTONIO CIRIACO Initial review found: Not Liable	01/13/2022	41.00
Total for Check Number 134664:				41.00
134665	CLA13716 100003148	CLASSICS FLOWERS & CONFECTION Holiday Luncheon Centerpieces	01/13/2022	272.60
Total for Check Number 134665:				272.60
134666	CLI15829 3111834 3111834	CLIFTONLARSONALLEN LLP Interim billing for Housing Authority's annual au Interim billing for City's annual audit	01/13/2022	1,000.00 365.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3111834	Interim billing for City's annual audit		60.00
	3111834	Interim billing for City's annual audit		6,575.00
Total for Check Number 134666:				8,000.00
134667	CLI14334 955012549	CLIMATEC, LLC Service call for HVAC system	01/13/2022	722.50
Total for Check Number 134667:				722.50
134668	COL15604 50102	COLANTUONO, HIGHSMITH & WHATI NOV-21/Legal Svcs for Collection of UUT	01/13/2022	136.26
Total for Check Number 134668:				136.26
134669	cou15550 PW220032	COUNTY OF ORANGE Concrete and Road maintenance for Nov	01/13/2022	512.70
Total for Check Number 134669:				512.70
134670	DIV13216 CY21 Q4	DIVISION OF THE STATE ARCHITECT AB1379: Amount due to State Architect-10%	01/13/2022	519.20
Total for Check Number 134670:				519.20
134671	DOM1014 168233	DOMEN LAWNMOWER Parts to repair tools	01/13/2022	71.77
Total for Check Number 134671:				71.77
134672	FER14172 22	FERNWOOD MOBILE HOME PARK Lease Agreement for property along Stanton Cer	01/13/2022	2,575.00
Total for Check Number 134672:				2,575.00
134673	FIS1188 NF122021	NENITA S. FISH Payment for beginning quilters classes-Fall 2021	01/13/2022	280.00
Total for Check Number 134673:				280.00
134674	GRA1350 9158828740 9160780764	GRAINGER, INC. Rain gear Rain gear	01/13/2022	176.59 110.72
Total for Check Number 134674:				287.31
134675	HAR1416 21-0524	HARTZOG & CRABILL INC On-Call Traffic Signal Services Ops for Nov	01/13/2022	931.50
Total for Check Number 134675:				931.50
134676	HAZ1428 C-002693 C-002693ST C-002693ST	HAZ RENTALS Holiday Luncheon Chairs/Linens Rental Haz Rental Center ST Haz Rental Center Sales Tax	01/13/2022	355.68 -31.12 31.12
Total for Check Number 134676:				355.68
134677	HIL1466 77011	HILL'S BROS LOCK & SAFE INC 6 new master locks	01/13/2022	135.39
Total for Check Number 134677:				135.39

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
134678	HIN1468 SIN013633	HINDERLITER DELLAMAS & ASSOCIATES Contract Services-Transactions Tax Q2/2021	01/13/2022	300.00
Total for Check Number 134678:				300.00
134679	HOU15753 3-SBAP 4-SBAP 5-SBAP	HOUSING PROGRAMS Business Assistance Processing: July-Nov Business Assistance Processing: Dec 1-Dec 20 Business Assistance Processing: Dec 1-Dec 22	01/13/2022	960.00 480.00 960.00
Total for Check Number 134679:				2,400.00
134680	HUN12150 STA1FOG12109 STA1FOG12110 STA1FOG12111 STA1MS412109 STA1MS412110 STA1MS412111	JOHN L. HUNTER & ASSOCIATES, INC FOG-Sept 2021 FOG-Oct 2021 FOG-Nov 2021 NPDES-Sept 2021 NPDES-Oct 2021 NPDES-Nov 2021	01/13/2022	1,302.50 1,292.50 72.50 7,998.75 6,812.50 9,306.25
Total for Check Number 134680:				26,785.00
134681	MIN15024 33227 33227 33227	MINUTEMAN PRESS Business Card Order Maribeth Tinio Business Card Order David J. Shawver Business Card Order Han Sol Yoo	01/13/2022	48.89 48.89 48.89
Total for Check Number 134681:				146.67
134682	NAT2050 32062	NATIONWIDE ENVIRONMENTAL SVC Sweeper Services for Dec 2021	01/13/2022	11,607.73
Total for Check Number 134682:				11,607.73
134683	NOA16033 NN122021	NICANOR NOA Payment for youth and adult tennis classes-Fall 2	01/13/2022	2,005.50
Total for Check Number 134683:				2,005.50
134684	PIN16121 0265298	PINNACLE PETROLEUM INC Diesel for City Yard	01/13/2022	2,198.85
Total for Check Number 134684:				2,198.85
134685	PSI11874 31844	PSI (2) 5-gal containers of Taginator and gun shut-of	01/13/2022	663.38
Total for Check Number 134685:				663.38
134686	RES2489 3270456	RESOURCE BUILDING MATERIALS Supply for Sandbags	01/13/2022	234.41
Total for Check Number 134686:				234.41
134687	sig2700 SC3575	SIGNS & SERVICES Repairs to marquee sign in front of City Hall	01/13/2022	1,251.57
Total for Check Number 134687:				1,251.57
134688	SKY16010 SSA122021	SKYHAWKS SPORTS ACADEMY LLC Payment for youth sports classes and camps-Fall	01/13/2022	2,637.24



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134688:				2,637.24
134689	SOC2734	SO CAL EDISON	01/13/2022	
	01/03/22	Electric Service-Building Dec		7,440.86
	01/03/22	Electric Service-Signals Dec		1,059.05
	01/03/22	Electric Service-Medians Dec		287.40
	01/05/22	Electric Service-SCP Dec		2,291.02
	01/05/22	Stanton District Light-Dec		10,436.33
	12/23/21	Electric Service-Medians Dec		44.11
	12/23/21	Stanton District Light Dec		42.97
Total for Check Number 134689:				21,601.74
134690	SOC12606	SO CAL INDUSTRIES	01/13/2022	
	538597	Fence rental for 10652 Bell St Dec-Jan		59.11
	538598	Fence rental for Magnolia and Tina Way Dec-Jan		603.27
	538844	Fence rental for 11870 Beach Blvd Dec-Jan		124.45
	539588	Fence rental for 8970 Pacific Dec-Jan		231.21
	539589	Fence rental for 8870 Pacific Dec-Jan		208.58
Total for Check Number 134690:				1,226.62
134691	GAS1282	SOCALGAS	01/13/2022	
	1/3/2022	Gas service-City Hall Dec		679.97
	1/3/2022	Gas service-Corp Yard Dec		119.24
Total for Check Number 134691:				799.21
134692	SOT15451	ALEXIS SOTO	01/13/2022	
	Fall 2021	Tuition Reimbursement/Alexis Soto		625.00
Total for Check Number 134692:				625.00
134693	SWR2862	STATE WATER RESOURCES CONTROL	01/13/2022	
	SW-0223094	Storm Water Monitoring-Facility ID 830M10002		17,666.00
Total for Check Number 134693:				17,666.00
134694	TAI14271	TAIT & ASSOCIATES INC	01/13/2022	
	145108	FY21-22 Slurry and Reconstruction Design Proje		1,059.76
	145108	FY21/22 Slurry and Reconstruction Design Proje		7,388.78
Total for Check Number 134694:				8,448.54
134695	THO13835	THOMSON INC	01/13/2022	
	24959412	VOID/REISSUE/WR#134312/Repair to HVAC ;		133.90
	24961218	VOID/REISSUE/WR#134312/Repair to HVAC ;		191.25
Total for Check Number 134695:				325.15
134696	tra16215	HUONG TRAN	01/13/2022	
	24813	Deposit refund for shelter reservation at SCP De		100.00
Total for Check Number 134696:				100.00
134697	TRU13167	TRULY NOLEN OF AMERICA INC	01/13/2022	
	650179705	Monthly pest spraying for Jan 22		165.00
Total for Check Number 134697:				165.00
134698	UNI14524	UNION PACIFIC RAILROAD COMPANY	01/13/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	90112261	Plan review fee for Thunderbird and Western		781.46
		Total for Check Number 134698:		781.46
134699	VEN13764	VENCO WESTERN INC	01/13/2022	
	0155813-IN	Median landscape maintenance-Dec		7,939.00
	0155813-IN	Building landscape maintenance-Dec		1,298.00
	0155813-IN	Park landscape maintenance-Dec		4,685.00
	0155813-IN	Norm Ross baseball field-Dec		900.00
	0155813-IN	Stanton Central Park-Dec		4,592.00
	0155813-IN	Street landscape maintenance-Dec		1,490.00
		Total for Check Number 134699:		20,904.00
134700	VER3059	VERIZON WIRELESS	01/13/2022	
	9895206904	Mobile/Data Plans/Hotspots 11/17/21-12/16/21		849.80
	9895206905	Mobile/Data Plans/Hotspots 11/17/21-12/16/21		965.63
		Total for Check Number 134700:		1,815.43
134701	VIL14804	ARACELY VILLARUEL	01/13/2022	
	AV122021	Payment for baile folklorico classes-Fall 2021 (2		840.00
		Total for Check Number 134701:		840.00
134702	VIS3077	VISTA PAINT CORP	01/13/2022	
	2021-295143-00	Paint Supplies-Graffiti		648.99
	2021-337166-00	Paint Supplies-Graffiti		37.09
	2021-342108-00	Paint Supplies-Graffiti		123.57
		Total for Check Number 134702:		809.65
134703	WIL12778	WILLDAN FINANCIAL SERVICES	01/13/2022	
	010-49879	User Fee Study-Nov 2021		720.00
	010-49879	Overhead Cost Allocation Plan-Nov 2021		893.00
		Total for Check Number 134703:		1,613.00
		Report Total (65 checks):		2,994,436.12

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY  
OF THE CITY OF STANTON  
JOINT REGULAR MEETING JANUARY 11, 2022

**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 Taylor, Council/Agency/Authority Member Van, Council/Agency/Authority Member Warren, and Mayor/Chairman Shawver.

Absent: Mayor Pro Tem/Vice Chairman Ramirez.

Excused: None.

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

**4. CLOSED SESSION**

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

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

Number of Potential Cases: 2

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

Property: 10692 Beach Boulevard, CA (APN 126-434-12)

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

# DRAFT

## 6. ROLL CALL

Present: Council/Agency/Authority Member Taylor, Council/Agency/Authority Member Van, Council/Agency/Authority Member Warren, and Mayor/Chairman Shawver.

Absent: Mayor Pro Tem/Vice Chairman Ramirez.

Excused: None.

## 7. PLEDGE OF ALLEGIANCE

Led by Mr. Jarad L. Hildenbrand, City Manager.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 6:01 to 6:30 p.m.

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

## 8. SPECIAL PRESENTATIONS AND AWARDS

None.

## 9. CONSENT CALENDAR

Council Member Taylor pulled item 9G from the Consent Calendar for separate discussion.

Motion/Second: Taylor/Van

ROLL CALL VOTE:	Council/Agency/Authority Member Taylor	AYE
	Council/Agency/Authority Member Van	AYE
	Council/Agency/Authority Member Warren	AYE
	Mayor Pro Tem/Vice Chairman Ramirez	ABSENT
	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.

# **DRAFT**

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

The City Council approved demand warrants dated December 3, 2021 – December 30, 2021, in the amount of \$3,963,336.50.

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

1. The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – December 14, 2021; and
2. The City Council approved Minutes of Special Meeting – December 16, 2021.

## **9D. NOVEMBER 2021 INVESTMENT REPORT**

The Investment Report as of November 30, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of November 2021.

## **9E. OCTOBER 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of October 31, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of October 2021.

## **9F. NOVEMBER 2021 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM**

The Revenue and Expenditure Report for the month ended November 30, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of November 30, 2021.

## **DRAFT**

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund's November 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended November 30, 2021.

### **9H. MEETING DATES FOR THE STANTON CITY COUNCIL, STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION, STANTON PLANNING COMMISSION, AND STANTON PUBLIC SAFETY COMMITTEE**

City Council review the attached 2022 meeting dates for the Stanton City Council, Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Stanton City Council, Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee meeting dates for the year 2022.

### **9I. AWARD OF CONTRACT TO NV5 TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE PREPARATION OF AN UPDATED SEWER MASTER PLAN**

A Sewer Master Plan assesses the needs of the City's sewer system and plans and prioritizes maintenance and rehabilitation of the system with available funding. An updated sewer master plan is not only a requirement of the City's Waste Discharge Permit issued by the Santa Ana Regional Water Quality Control Board but is also a useful planning tool for the City's Capital Improvement Plan. Preparation of the updated Sewer Master Plan will require the services of a highly specialized consulting firm. The previous Sewer Master Plan update was prepared in 2014 by AKM Consulting Engineers. City staff released a "Request for Proposal" (RFP) soliciting proposals to provide an updated Sewer Master Plan to reflect the current condition of the sewer system, to assess the capacity of the existing system to handle flows generated at the ultimate "build-out" of the City, and to develop a comprehensive 10-year Capital Improvement Program with recommended projects. One firm provided a proposal: NV5. City staff believes that NV5 is qualified to update the City's Sewer Master Plan.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301b; and

## **DRAFT**

2. Awarded a contract to NV5 to provide an updated Sewer Master Plan and to develop a 10-year comprehensive prioritized Capital Improvement Program with recommended projects for a maximum contract amount of \$499,265; and
3. Approved an appropriation of \$50,000 from the Sewer Maintenance Fund's available balance to increase the Fiscal Year 2021/22 budget for the Sewer Master Plan project (Task Code No. 2022-301) from \$500,000 to \$550,000; and
4. Authorized the City Manager to bind the City of Stanton and NV5 in a contract to provide the services; and
5. Authorized the City Manager to approve contract change orders with NV5, as needed and determined by City staff, up to a total contract amount of \$550,000.

### **9J. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361**

Consideration of the circumstances of the state of emergency related to the COVID-19 pandemic to determine whether remote teleconference meetings of the City Council, Committees, and Commissions can continue to be held under the provisions of AB 361.

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsidered the circumstances of the state of emergency; and
3. Finds that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Directed staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

## **DRAFT**

### **9K. AGREEMENT TO TRANSFER FUNDS” TO THE CITY OF STANTON OF THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) 2021-2022 NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE FUNDING PROGRAMS**

The City, as part of and on behalf of the North Orange County Public Safety Collaborative, has been designated to receive \$7,800,000 in 2021-2022 Corrections Planning and Grant Programs funding from the Board of State and Community Corrections (BSCC). The funds will support a regional collaborative effort for the purpose of violence prevention, intervention, and suppression activities. The funds are to be spent during the funding period—from October 1, 2021 through June 30, 2026.

1. The City Council declared that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Received and filed the “Agreement to Transfer Funds” to the City of Stanton of the Board of State and Community Corrections (BSCC) 2021-2022 North Orange County Public Safety Collaborative Funding Programs.

### **END OF CONSENT CALENDAR**

### **9G. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION TRACT MAP NO. 18107**

The subdivision tract map for the development of seventeen (17) three-story attached condominium units for the property located at 11752 Beach Blvd has been submitted by the developer for final certification and recordation.

Motion/Second: Taylor/Shawver

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

Motion unanimously carried:

1. The City Council declared this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and



## **DRAFT**

2. Adopted Resolution No. 2022-03 approving final Tract Map No. 18107, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 18107 FOR THE PROPERTY LOCATED AT 11752 BEACH BOULEVARD”;** and

3. Finds that the recordation of Tract Map No. 18107 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
5. Directed the City Engineer to review and approve any further technical edits necessary to allow for County Surveyor approval and for recordation of the map with the County Recorder of Orange County, and if edits are necessary, to require a revised Tract Map with a revised City Engineer's certificate on the face of Tract Map for endorsement by the current City Engineer; and
6. Directed the City Engineer to collect any security instruments required by the Stanton Municipal Code and the Subdivision Map Act to guarantee construction of private and public improvements prior to the City Clerk endorsing the City Clerk's certificate on the face of the Tract Map; and
7. Directed the City Clerk to endorse on the face of the map of the Tract Map, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

### **10. PUBLIC HEARINGS**

- 10A. PUBLIC HEARING TO CONSIDER SITE PLAN AND DESIGN REVIEW SPDR-811, CONDITIONAL USE PERMIT CUP 20-04, PLANNED DEVELOPMENT PERMIT PDP 20-07, DEVELOPMENT AGREEMENT DA 20-04, TENTATIVE TRACT MAP NO. 19119 AND ADOPTION OF THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR A NEW 79-UNIT TOWNHOME PROJECT INCLUDING 7 LOW INCOME AFFORDABLE UNITS LOCATED AT 12200 BEACH BOULEVARD IN THE COMMERCIAL GENERAL (CG), GENERAL MIXED-USE (GLMX) OVERLAY ZONE**

## DRAFT

A public hearing to consider a new 79-unit, single family, townhome project including 7 low-income affordable units and associated improvements located at 12200 Beach Boulevard. Applications include Development Agreement DA 20-04, Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119.

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

Staff Report by Ms. Estefany Franco, Associate Planner.

The City Council questioned staff regarding parking, affordable housing, preference to persons who live / work in Stanton, aesthetics, and a parking management plan.

The public hearing was opened.

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

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

1. The City Council conducted a public hearing; and
2. Adopted Resolution No. 2022-01 adopting an Initial Study and Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program (MMRP) for the development of 79 townhome units including 7 low-income affordable units and associated improvements at 12200 Beach Boulevard, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DEVELOPMENT OF 79 TOWNHOME UNITS INCLUDING 7-LOW INCOME AFFORDABLE UNITS AND ASSOCIATED IMPROVEMENTS AT 12200 BEACH BOULEVARD”;** and

# DRAFT

3. Introduced Ordinance No. 1118, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12200 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.”; and**

4. Adopted Resolution No. 2022-02 approving Site Plan and Design Review SPDR-811, Conditional Use Permit C20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119 for a new 79-unit, townhome development including 7 low-income affordable units and associated improvements, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW SPDR-811, CONDITIONAL USE PERMIT C20-04, PLANNED DEVELOPMENT PERMIT PDP 20-07 AND TENTATIVE TRACT MAP NO. 19119 FOR A NEW 79-UNIT TOWNHOME DEVELOPMENT INCLUDING 7 LOW-INCOME AFFORDABLE UNITS AND ASSOCIATED IMPROVEMENTS FOR THE PROPERTY LOCATED AT 12200 BEACH BOULEVARD LOCATED IN THE COMMERCIAL GENERAL (CG), GENERAL MIXED-USE (GLMX) OVERLAY ZONE”; and**

5. Set Ordinance No. 1118 for second reading and adoption at the January 25, 2022 regularly scheduled City Council meeting.

## **11. UNFINISHED BUSINESS**

### **11A. APPROVAL OF ORDINANCE NO. 1114**

This Ordinance was introduced at the regular City Council meeting of December 14, 2021.

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

Motion/Second: Taylor/Van

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

## DRAFT

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1114, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING STANTON MUNICIPAL CODE TITLE 20, ZONING, SECTION 20.400.330 ACCESSORY DWELLING UNITS, TO UPDATE THE CITY’S ACCESSORY DWELLING UNIT (ADU) AND JUNIOR ACCESSORY DWELLING UNIT (JADU) REGULATIONS”;**  
and

2. The City Council adopted Ordinance No. 1114.

### **11B. APPROVAL OF ORDINANCE NO. 1116**

This Ordinance was introduced at the regular City Council meeting of December 14, 2021.

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

Motion/Second: Warren/Taylor

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1116, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 6.06 OF THE STANTON MUNICIPAL CODE REQUIRING “MANDATORY ORGANIC WASTE DISPOSAL REDUCTION” AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT”;** and

2. The City Council adopted Ordinance No. 1116.

# DRAFT

## 12. NEW BUSINESS

### 12A. MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES

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

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

Motion/Second: Taylor/Van

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

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. The City Council discussed and confirmed the Mayor's appointments; and
3. Approved Fair Political Practices Commission Form 806 and authorized the City Clerk to post the form on the City's website.

## DRAFT

### **12B. PURCHASE AND SALE AGREEMENT FOR 10692 AND 10712 BEACH BOULEVARD AND APPROPRIATION OF FUNDS**

The attached Purchase and Sale Agreement would authorize the City to complete the purchase of 10692 and 10712 Beach Boulevard, Stanton, for appropriate public purposes and further revitalization of Beach Boulevard.

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

Ms. HongDao Nguyen, City Attorney reported that there was an amendment made to Sections 2.2 and 3.4 of the Purchase and Sale Agreement, noting that if the City is unable to close that the City's deposit will be returned.

Motion/Second: Warren/Taylor

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

Motion unanimously carried:

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approved the Purchase and Sale Agreement (Agreement) as amended for the properties of 10692 and 10712 Beach Boulevard, Stanton; and
3. Authorized the City Manager to execute the Agreement as amended and take other necessary actions to perform Stanton's obligations under the Agreement; and
4. Appropriated \$2,800,000 from the American Rescue Plan Act Fund (Fund 257).

**13. ORAL COMMUNICATIONS – PUBLIC** None.

**14. WRITTEN COMMUNICATIONS** None.

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

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

None.

## **DRAFT**

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

Mayor Shawver requested to agendaize discussion regarding private security services for the City.

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

None.

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

None.

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

- Ms. Patricia A. Vazquez, City Clerk, reported on upcoming Redistricting Stanton Public Hearing #3, which is scheduled to be held on January 25, 2022 at 6:45 pm.
- Mr. Jarad L. Hildenbrand, City Manager provided the City Council with an update on the City's response to COVID-19 and the recent surge of the Omicron variant.

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

Fire Division Chief Mike Petro provided the City Council with an update on their current operations.

- 18. ADJOURNMENT** in memory and honor of both Ms. Gloria Yolanda Soto and Mr. Alex Mascarenas.  
Motion/Second: Shawver/  
Motion carried at 7:38 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** January 25, 2022

**SUBJECT: CALRECYCLE GRANTS AND PAYMENT PROGRAM APPLICATION(S)  
SUBMITTAL AUTHORIZATION**

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

The California Department of Resources, Recycling and Recovery (CalRecycle) offers various funding and grant opportunities in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State. Two such grants, the Beverage Container Recycling City/County Payment Program and the SB 1383 Local Assistance Grant Program (FY 2021-2022), have funds available now for which the City may apply. A Resolution is required to be adopted authorizing application for this funding and any future funding.

#### **RECOMMENDED ACTION:**

1. City Council declare this item to be categorically exempt from the California Environmental Quality Act (CEQA) as facility improvements are categorically exempt under the California Environmental Quality Act Section 15301, Class 1 (c) as minor alterations of existing facilities and pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that work for which funding is being received will not have a significant effect on the environment and that the funding will strengthen the handling of solid waste and represent actions by a regulatory agency (the City) for the protection of the environment; and
2. Approve and authorize the Director of Public Works or his/her designee to execute any and all necessary agreements and other grant-related documented thereof to the Department of Resources, Recycling, and Recovery (CalRecycle); and
3. Adopt Resolution No. 2022-04, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF STANTON, CALIFORNIA  
AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL  
CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR WHICH THE  
CITY OF STANTON IS ELIGIBLE.”**



**BACKGROUND:**

The California Department of Resources, Recycling and Recovery (CalRecycle) offers various funding and grant opportunities in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment. Grant and payment program funding is essential in meeting the City of Stanton's long-term and short-term diversion goals and objectives, including compliance with state mandates.

**ANALYSIS/JUSTIFICATION:**

Two CalRecycle grants, the Beverage Container Recycling City/County Payment Program and the SB 1383 Local Assistance Grant Program (FY 2021-2022), have funds available now for which the City may apply.

CalRecycle requires a City Council Resolution for each grant or payment program application. The Resolution in the attached form will meet CalRecycle's application requirements by authorizing the Director of Public Works or his/her designee to apply for any available grant and payment program applications, to execute all documents related to the application, and to establish a five-year period in which the Resolution will be valid for any available funds and subsequent applications within this period.

The Beverage Container Recycling City/County Payment Program funding, anticipated to be in the amount of \$10,115, will be applied toward the expansion or retrofit of City-owned trash enclosure(s) to accommodate a recycling bin. In the event the funds cannot be used in this manner, typically the City may request to use the funds in a different manner consistent with the guidelines of the Program.

The SB 1383 Local Assistance Grant Program is a one-time grant providing funding to local jurisdictions to assist with the implementation of Senate Bill 1383. Funding may be used for, but not limited to, the following: capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, program evaluation, procurement requirements, and record keeping. The amount to be received by Stanton is estimated at \$52,924.

**FISCAL IMPACT:**

There is no direct fiscal impact, but if adopted, will streamline the securing of CalRecycle grant and payment program funds to meet current and future solid waste, recycling and composting program needs. Any funds received will be placed in their appropriate fund established for that particular grant or payment program.

**ENVIRONMENTAL IMPACT:**

Funding received from the Beverage Container Recycling City/County Payment Program will be primarily applied to facility improvements. Facility improvements are categorically exempt under the California Environmental Quality Act Section 15301, Class 1 (c) as minor alterations of existing facilities.

Funding received from the SB 1383 Local Assistance Grant Program (FY 2021-2022) to assist in the implementation of SB 1383 requirements is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that work for which funding is being received will not have a significant effect on the environment and that the funding will strengthen the handling of solid waste and represent actions by a regulatory agency (the City) for the protection of the environment.

**PUBLIC NOTIFICATION:**

Posted at three public places, and made public through the agenda-posting process.

**STRATEGIC PLAN OBJECTIVE:**

5 – Provide a High Quality of Life

Prepared by:

Approved by:

/s/ Joe Ames

/s/ Jarad L. Hildenbrand

---

Joe Ames, P.E., T.E.  
Public Works Director/City Engineer

---

Jarad L. Hildenbrand  
City Manager

**Attachments:**

- A. Resolution No. 2022-04
- B. Letter of Designation

**RESOLUTION NO. 2022-04**

**A RESOLUTION OF THE CITY COUNCIL OF STANTON, CALIFORNIA AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR WHICH THE CITY OF STANTON IS ELIGIBLE**

**WHEREAS**, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

**WHEREAS**, CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council, does hereby authorize the submittal of application(s) to CalRecycle for any and all grant and payment programs offered; and

**BE IT FURTHER RESOLVED**, that the Director of Public Works, or his/her designee is hereby authorized and empowered to execute in the name of the City of Stanton all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved grant or payment project; and

**BE IT FURTHER RESOLVED**, that these authorizations are effective for five (5) years from the date of adoption of this resolution.

**ADOPTED, SIGNED AND APPROVED** this 25<sup>th</sup> day of January, 2022.

---

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-04 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on January 25, 2022, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

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



**Attachment: B**  
*Click here to return to the agenda*



7800 Katella Avenue  
Stanton, CA 90680



P | (714) 379-9222  
F | (714) 890-1443



Stanton@StantonCA.gov  
StantonCA.gov

**Date:**

January 13, 2022

**Melissa Sanford**

*Grant Manager*

**CalRecycle**

1001 I Street  
Sacramento, CA  
95814

**To Whom It May Concern:**

Pursuant to the Resolution authorizing applications for CalRecycle Grant and Payment Programs, I am the designated Signature Authority for the City of Stanton. I am authorized by the Resolution to execute on behalf of City of Stanton all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved project. The Resolution also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to Department Assistant, Amada Cruz.

This delegation is effective until rescinded by me or my successor.

Best regards,

Joe Ames, P.E., T.E.

**Director of Public Works/City Engineer**

## **CITY OF STANTON**

### **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** January 25, 2022

**SUBJECT: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BANG THE TABLE FOR THE ONLINE COMMUNITY ENGAGEMENT TOOL – LET’S TALK STANTON**

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

Request authorization to allow the City Manager to amend the Professional Services Agreement with Bang the Table, to continue the online engagement tool for projects, programs, economic development, and policy updates with a term to expire November 30, 2022.

#### **RECOMMENDED ACTION:**

1. City Council declare this action of the City not to be a project as defined by CEQA and to have no result direct or indirect to physical changes in the environment; and
2. Approve the amendment to Professional Services Agreement with Bang the Table for the maximum contract sum of \$14,890; and
3. Authorize the City Manager to execute the amendment to the Professional Services Agreement with Bang the Table.

#### **BACKGROUND:**

In December 2020, the City entered into a contract with Bang the Table to provide an online engagement tool for ongoing development projects, programs, economic development and policy updates (e.g. Housing Element, Town Center Specific Plan, etc.). Due to the global pandemic, Staff needed a safe, accessible and effective method to conduct outreach with the community, especially with the limitations caused by the pandemic. Community and Economic Development researched and identified three firms that provide tools, techniques and support for on-line engagement platforms: MindMixer, Crowdbrite and Bang the Table. Initial conversations with the contract manager for each firm provided insight and resulted in eliminating Crowdbrite for lack of capacity to take on the tasks required by the City of Stanton and also eliminating MindMixer as each individual project/framework would cost between \$10,000 and \$30,000. Due to the number of projects occurring, this potentially would cost \$100,000+ for the existing projects for one year. Given the complexity and urgency of the need, the limitation of

other service providers, and given the reputation, scope, cost and availability, the City retained Bang the Table to meet the need with the expertise and capacity to serve the City in an economical and effective way.

The Bang the Table platform offers full-service hosting, unlimited topics/projects, various outreach tools (mapping capabilities, surveying, idea sharing, newsfeeds, etc.), year-long license and support and the added benefit of an Economic Development framework. The tool, now branded, "Let's Talk Stanton," will continue to serve as an outreach tool but has been expanded to include business support resources and will be the primary Economic Development tool to reach out to businesses, promote business retention/attraction, provide business/community awareness, support of the City's local services and to promote and communicate upcoming programs such as Make Your Mark (crowdsource business map), Let's Talk Stanton – Business Connect, and the Business Awards and Recognition program. On July 27, 2021, the City Council provided direction to expend American Rescue Plan Act (ARPA) funds. Specifically, the proposed outreach tool will help support the Economic Recovery Management and Workforce Development program identified as a priority for the City. This outreach tool – Let's Talk Stanton – will specifically be updated to help coordination and communication efforts for business plans, financial assistance, economic development tools and assistance with hiring, training and supporting local businesses.

#### **FISCAL IMPACT:**

The initial contract amount was \$17,000 for year November 2020 - November 2021. The services proposed as part of this amendment are outlined in Attachment A and are to not exceed \$14,890 (for year November 2021 - November 2022), for an overall contract amount of \$31,890. The amended contract amount (\$14,890) proposed would be paid directly from the American Rescue Plan Act funds and no impact to the General Fund is anticipated.

#### **ENVIRONMENTAL IMPACT:**

In accordance with the provisions of the California Environmental Quality Act, this action is not a project.

#### **PUBLIC NOTIFICATION:**

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

#### **STRATEGIC PLAN:**

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

Prepared By:

Approved by:

/s/ Jennifer A. Lilley

/s/ Jarad L. Hildenbrand

---

Jennifer A. Lilley, AICP  
Community and Economic Development Director

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Jarad L. Hildenbrand  
City Manager

**Attachment:**

- A. Bang The Table Scope of Services and Fees
- B. Draft Agreement for Consultant Services





## Scope of Work

The following describes Bang the Table's scope of work proposed to successfully launch and support EngagementHQ (EHQ) for the City of Stanton. Additional information is available in the Bang the Table Prospectus (<https://www.bangthetable.com/wp-content/uploads/prospectus-us.pdf>).

### **Task 1. Onboarding & Launch**

The site will be developed in a draft environment by the City with guidance provided by the Bang the Table's Engagement Manager (EM) and support provided by the Bang the Table Client Experience (CX) Team.

Removal of the site block, which protects the site while it is under development, and the Launch of the City's EngagementHQ site, is at the discretion of the City's Site Administrator(s). Once the site block is removed and the "launch site" button is pressed the EngagementHQ site will be live and available to the public.

### **Task 1. Onboarding Deliverables**

- 30-minute Kick-off meeting
- 2 x 90-minute training sessions
- City of Stanton site build **by City**
- 60-minute training and pre-launch quality assurance
- City of Stanton EngagementHQ site "launch" **by City**

### **Task 2. Ongoing Support – Essentials EIQ Support Package**

After site launch, Bang the Table's Engagement Manager will continue to be a resource and will be available for strategic catch-ups, peer reviews, quick advice or even to help you with more complex questions or challenges to do with engagement planning and implementation as the City's dedicated Engagement Manager (up to 10 hours of advice and 1 x 60 minute training per year).

In addition to the dedicated Engagement Manager, Bang the Table is committed to providing superior customer service and support. Our Client Experience team is available 24/5 through either the in-app

intercom for quick advice or by sending a support ticket via email. Additionally, our online resources helpdesk support documentation is available 24/7 at <https://helpdesk.bangthetable.com/en/>.

## **Task 2. Ongoing Support – Essentials EIQ Support Package**

- Dedicated Engagement Manager/Practice Lead
- Up to 10 Hours of Engagement Manager/Practice Lead advice annually
- Up to 1 x 60 min instructor-led online refresher training per annum
- 24/7 English Moderation
  - Spanish and French Moderation (business hours Mountain Time)
- Guaranteed support commitment of:
  - 24/5 chat & email support
  - 15 min first response chat
  - 2 hr first response email
  - 24/7 Helpdesk online resource access (<https://helpdesk.bangthetable.com/en/>)

## EXHIBIT “B”

### COMPENSATION

Consultant shall submit to City a single invoice at the start of the subscription period, itemizing subscription products City is entitled to utilize throughout the term. Pricing per schedule below.



## Pricing and Deliverables

### Annual Unlimited License Offer

**\$17,000** plus applicable taxes

Item (included in cost above)	Initial Term	Renewal
<b>EngagementHQ License</b> <ul style="list-style-type: none"><li>• Unlimited project capacity</li><li>• Branded homepage and choice of layouts, custom domain name, SSL</li><li>• Access to all Information Sharing Tools, Feedback Tools, Participant Relationship Management, Analytics (including sentiment analysis), Comment Tagging, Summary and Detailed Reports</li><li>• 2 site administrator and 10 project administrator accounts</li></ul>	\$13,000	\$13,000 + 5%
<b>Standard Onboarding</b> <ul style="list-style-type: none"><li>• 30 minute kickoff meeting</li><li>• 2 x 90-minute online sessions</li><li>• 60-minute training and quality-assurance review before launch</li></ul>	\$2,500	NA
<b>EngagementIQ Support - Essential</b> <ul style="list-style-type: none"><li>• Up to 10 hrs of advice from a dedicated Practice Lead</li><li>• 60 min Refresher training</li><li>• Guaranteed SLA's 24/5 chat (15 mins) and email (2 hrs) support</li><li>• 24/7 Moderation</li></ul>	\$1,500	\$1,500
<b>Add-Ons</b> <ul style="list-style-type: none"><li>• None</li></ul>	NA	NA

*This document and the information in it are provided in confidence, for the sole purpose of exploring business opportunities between the disclosing party and the receiving party and may not be disclosed to any third party or used for any other purpose without the express written permission of the disclosing party. Pricing is valid for 60 days.*



## Optional Add-Ons Pricing and Deliverables

Further details are available in the [Prospectus](#)

Item	Price
<b>Site Build Onboarding</b> <ul style="list-style-type: none"> <li>30 mins kick off meeting</li> <li>90 min site scoping session</li> <li>Site build up to 5 projects on receipt of approved content (includes site settings, homepage mapping and all tool setup),</li> <li>2 x 90 mins online accelerators for platform training, regular progress check-ins, access to help desk resources, accessibility audit, pre-launch quality assurance and testing</li> </ul>	\$5,000 (replaces standard onboarding)
<b>EngagementIQ Support - Core</b> <ul style="list-style-type: none"> <li>Guaranteed SLA's 24/5 chat (15 mins) and email (2 hrs) support</li> <li>24/7 Moderation</li> <li>Concierge services available at hourly rate</li> </ul>	\$0 (replaces Essential / Partner support)
<b>EngagementIQ Support - Partner</b> <ul style="list-style-type: none"> <li>Up to 20 hrs of Advice from a dedicated Practice Lead</li> <li>Annual Site Review and benchmarking report</li> <li>Up To 2 x 60 min refresher training</li> <li>Priority SLA's for Chat (5 mins) Email (1 hr) + 24/7 Moderation</li> </ul>	\$3,500 (replaces Core / Essential support)
<b>Project Finder</b> Embed any or all of your engagement projects onto any website	\$2,500
<b>Single-Sign-On (SSO)</b> Create a simple and secure login process with SSO	\$2,300
<b>Additional Administrators</b>	\$250 - \$1500/each
<b>Hubs (3-Tier Administration)</b> - scoping required	\$5,000+
<b>Marketplace Partners</b> - upon inquiry	Varies
<b>EngagementIQ Services</b> - upon inquiry	Varies
<b>SMS</b> - scoping required	\$500+



# INVOICE

City of Stanton  
Attention: Jennifer Lilley  
jlilley@ci.stanton.ca.us  
STANTON CA

**Invoice Date**  
Nov 30, 2021

**Invoice Number**  
INV-0800

**Reference**  
EHQ Annual Subscription

Bang The Table USA, LLC  
PO Box 1028  
Boulder, CO 80306  
844-308-2907  
usaccounts@bangthetable.com

xxx-xx-5805

Description	Quantity	Unit Price	Tax	Amount USD
EngagementHQ - Annual License Subscription Extension	1.00	13,390.00	Tax Exempt	13,390.00
1 DEC 2021 - 30 NOV 2022				
EIQ Essentials	1.00	1,500.00	Tax Exempt	1,500.00
1 DEC 2021 - 30 NOV 2022				
			Subtotal	14,890.00
			<b>TOTAL USD</b>	<b>14,890.00</b>

## Due Date: Dec 30, 2021

Need a form completed to set up our vendor file? Please contact us at usaccounts@bangthetable.com.



[View and pay online now](#)

## PAYMENT ADVICE

To: Bang The Table USA, LLC  
PO Box 1028  
Boulder, CO 80306  
844-308-2907  
usaccounts@bangthetable.com

**Customer** City of Stanton  
**Invoice Number** INV-0800

**Amount Due** **14,890.00**  
**Due Date** Dec 30, 2021

**Amount Enclosed**

Enter the amount you are paying above

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
COMMUNITY ENGAGEMENT AND INFORMATION SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 31<sup>st</sup> day of November, 2021, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **Bang the Table is a Limited Liability Corporation (LLC) formed in Delaware** with its local place of business at **PO Box 1028, Boulder, Colorado 80306** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional **community engagement and information services** as required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **community engagement and information services** to public clients and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for **an online community engagement tool also providing economic development tools and electronic planning services along with the full suite of HQ Engagement services** (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from **November 30, 2021 to November 30, 2022**, unless earlier terminated as provided herein. Consultant shall complete the

Services within the term of this Agreement and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractors Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Neither City, nor any of its officials, officers, directors, 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 be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

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

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of



this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

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

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

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

- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to

lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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

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

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

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

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

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

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

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

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

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:
  - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
  - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

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

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

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

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FOURTEEN THOUSAND EIGHT HUNDRED AND NINETY DOLLARS (\$14,890)** ("Total Compensation") without written approval of City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

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

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

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

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

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

**Consultant:**

**Bang The Table  
Box 1028  
Boulder, Colorado, 80306  
Attn: Caity Belta**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Jennifer A. Lilley, AICP,**  
**Community and Economic Development Director**

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

3.5.3 Ownership of Materials and Confidentiality.

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

which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

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

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

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

#### 3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action,

costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

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

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

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

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

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise



specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants

that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

**3.20 Subcontracting.**

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

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

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

By: \_\_\_\_\_  
Caity Balta  
Engagement Manager

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

**EXHIBIT “A”**

**SCOPE OF SERVICES**

[INSERT SCOPE OF SERVICES]

**EXHIBIT “B”**  
**COMPENSATION**

## **CITY OF STANTON**

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

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

**DATE:** January 25, 2022

**SUBJECT: APPROVE EXTENDING PENALTIES FOR 2022 BUSINESS LICENSE RENEWALS UNTIL FEBRUARY 28, 2022, IN RESPONSE TO THE COVID-19 CRISIS**

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

City business licenses are valid for one calendar year (from January 1 through December 31). Each year all businesses are required to renew their business licenses annually by January 31<sup>st</sup> of the new calendar year. Businesses who had a business license in 2021, were required to submit their business license renewal form and pay their required fees by January 31, 2022. Section 5.04.350 of the City's Municipal Code assesses a 10% penalty for each month the business license fee is not paid until such fee and accumulated penalty is paid, provided that the accumulated penalty does not exceed the amount of the license fee that is due. Staff is recommending City Council approve a one-month extension for 2022 business license renewals. This would mean the City would assess penalties if business license renewals are not received or postmarked by February 28, 2022.

#### **RECOMMENDED ACTIONS:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve extending penalty assessments for 2022 business license renewals from January 31, 2022, to February 28, 2022.

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

As a result of COVID-19, City Hall is currently closed to the public through January 27th and staff physically working at City Hall is limited.

#### **FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

This action is not a project per the California Environmental Quality Act.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the regular agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

2. Provide a Strong Local Economy.

Prepared By:

Reviewed by:

/s/ Florence Ruiz

/s/ Michelle Bannigan

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Florence Ruiz  
Administrative Services Supervisor

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Michelle Bannigan, CPA  
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

## **CITY OF STANTON**

### **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** January 25, 2022

**SUBJECT: CONSIDERATION OF REVISED CITY COUNCIL DISTRICT ELECTORAL BOUNDARIES AS REQUIRED BY ELECTIONS CODE SECTION 21601**

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

Pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. The City held its first public hearing on November 23, 2021 and its second public hearing on December 16, 2021. The deadline for Stanton to complete the redistricting process is April 17, 2022.

#### **RECOMMENDED ACTION:**

1. City Council declare the action not a project as defined by the California Environmental Quality Act ("CEQA") and will have no result direct or indirect to physical changes in the environment; and
2. Receive a report from staff and the City's redistricting consultant on the redistricting process and review draft maps to redraw district boundaries; and
3. Conduct a public hearing to receive public input on district boundaries.

#### **BACKGROUND:**

Every 10 years, cities with by-district election systems must use new data from the Census to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures that all districts have a nearly equal population. The redistricting process for the City of Stanton must be completed by April 17, 2022.



## **ANALYSIS/JUSTIFICATION:**

The City adopted its current district boundaries in 2017, following the transition to district-based elections and based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Under the Act, the City Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21621(c)):

1. Comply with the federal requirements of equal population and the Voting Rights Act.
2. Be geographically contiguous.
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together).
4. Display easily identifiable boundaries.
5. Be compact (do not bypass one group of people to get to a more distant group of people).
6. Shall not favor or discriminate against a political party.

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024.
2. Respect voters’ choices/continuity in office.
3. Future population growth.

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the city or county draws draft maps.
- At least two hearings must happen after the drawing of draft maps. The fourth hearing can happen either before or after the drawing of draft maps.
- City or county staff or consultants may hold a public workshop instead of one of the required public redistricting hearings.

To increase the accessibility of these hearings, cities and counties must take the following steps:

- At least one hearing must occur on a Saturday, Sunday, or after 6:00 p.m. on a weekday.
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing must be begin at a pre-designated time.
- Local public redistricting hearings must be made accessible with people with disabilities.

Analysis of the City's current district boundaries, adjusted for the 2020 Census data, shows the districts no longer remain population-balanced. The City's population is 38,191. The ideal district population is one-fourth of that number, or 9,547.

Determining population balance is done by measuring the spread, or deviation, between the least populated district and the greatest populated district. Deviations of 10% or less are generally considered acceptable under U.S. Supreme Court rulings on equal protection.

The current population of District 2 is measurably over the ideal at -6.74% while District 3 is considerably under the ideal at 8.15%. Combined, those deviations bring the City's current total deviation to 14.89%. As such, the district boundaries must be adjusted to achieve a population balance with less than a 10% deviation.

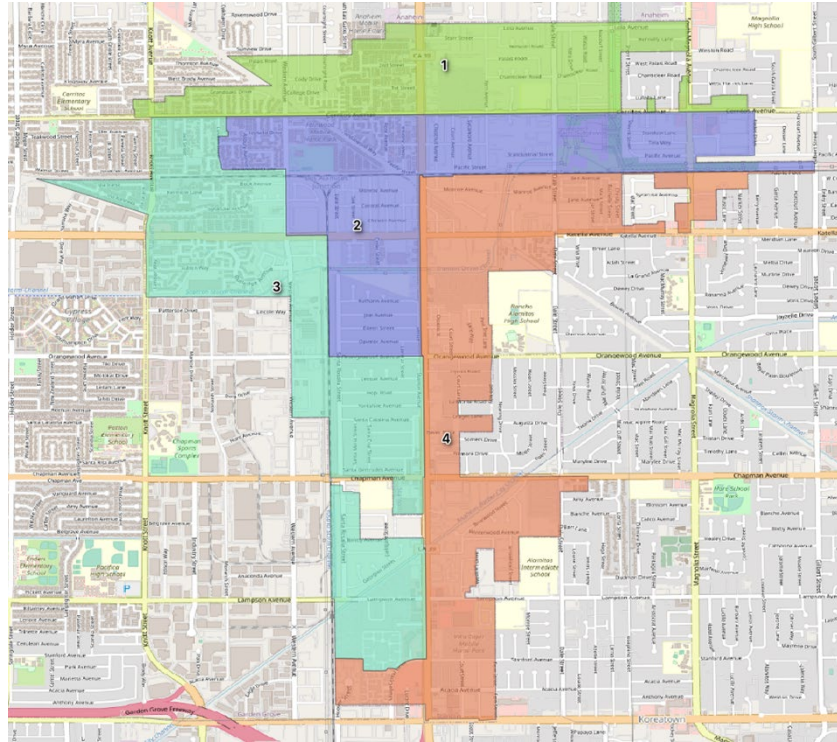
Another consideration is the distribution of minority voters throughout the City, and whether there is a possibility of creating a majority/minority voting district as required under the federal Voting Rights Act. This analysis involves reviewing the ethnicity demographics from the census data, specifically citizens of voting age populations (CVAP). Upon review of the City's CVAP data, creation of a majority/minority voting district (a district in which an identified minority comprises the majority of voting age population) is possible while remaining in compliance with regard to the other mapping requirements noted above. Currently Districts 1, 2, and 4 are majority/minority Asian voting districts and District 3 is majority/minority Hispanic. A complete demographic breakdown of the existing districts is attached to this report.

The purpose of this public hearing is to review draft maps, to inform the public about the districting process, and to hear from the community on factors that must be taken into consideration for district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered for district maps. A community of interest under the relevant Elections Code for cities (Section 21621(c)) is, "a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation."

Possible features defining community of interest might include, but are not limited to:

1. School attendance areas;
2. Natural dividing lines such as major roads, hills, or highways;
3. Areas around parks and other neighborhood landmarks;
4. Common issues, neighborhood activities, or legislative/election concerns; and
5. Shared demographic characteristics, such as:
  - Similar levels of income, education, or linguistic insolation;
  - Languages spoken at home; and
  - Single-family and multi-family housing unit areas.

The City's current district boundary map is illustrated below:



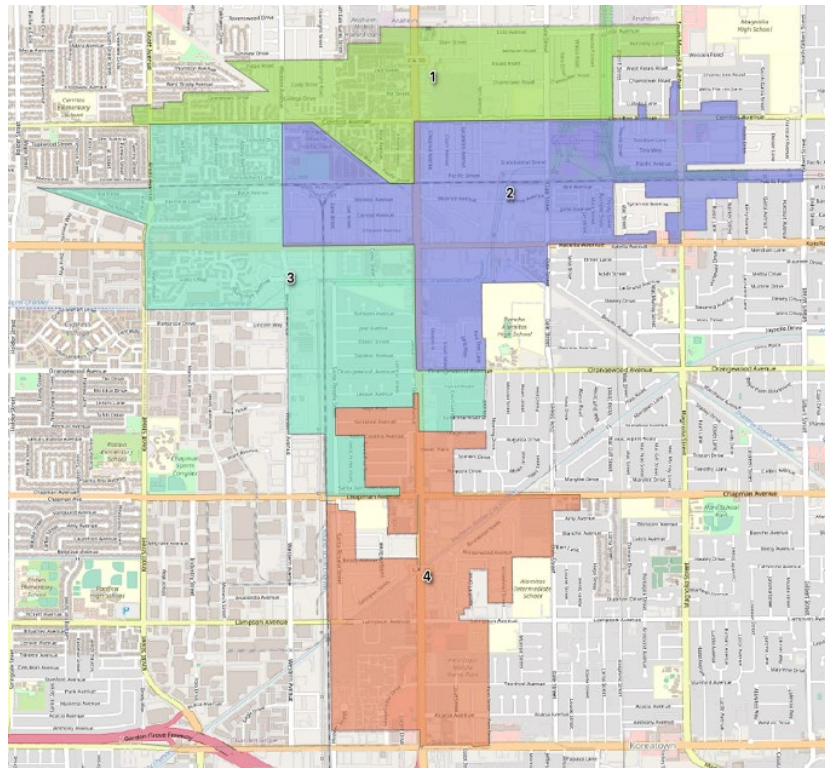
The City's redistricting consultant has prepared two draft map options for the Council's consideration. The maps are summarized below and accompanying demographic information may be found attached to this report (Attachment A). Further, an online tool for closely examining the boundaries, with zoom and search capabilities, may be found here (*via link below*):

Link:

<https://www.google.com/maps/d/u/0/viewer?mid=1yVjEOtCAa9yiVyGla3l0414122o3pMjr&ll=33.79475358095724%2C-117.9928815&z=14>

## Draft Maps

### Map Option A

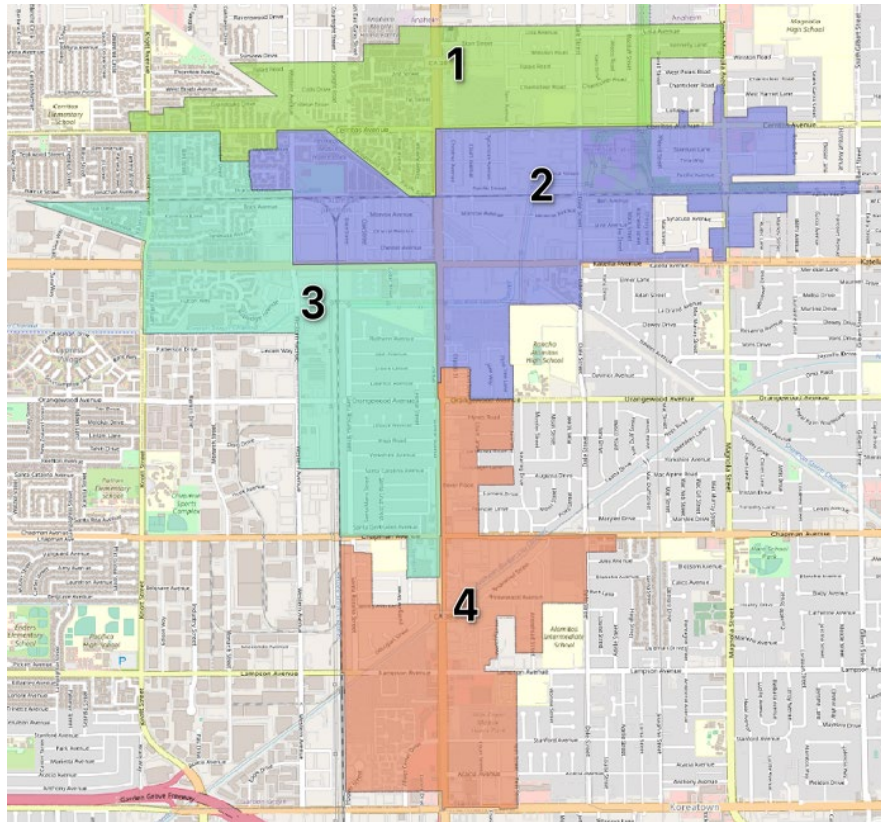


Map Option A is a population balance adjustment and preserves the core of the existing districts while at the same correcting the non-contiguous islands found in Districts 1, 3 and 4 (no longer permitted under the Fair Maps Act). Map Option A preserves three majority/minority Asian voting districts and one majority/minority Hispanic voting district, although the Hispanic voting district shifts from District 3 to District 2. Map Option A exhibits a deviation of 2.57%, as compared to the current deviation of 14.89%.

Map Option A also recognizes communities of interest surrounding the Stanton Family Resource Center and the Crosspointe Village neighborhood.

A complete demographic analysis is attached to this report (Attachment A).

### ***Map Option B***



Map Option B is similar to Map Option A, particularly in Districts 1 and 2. The map also resembles the City's current district map with respect to the portion of District 4 east of Beach Boulevard. Like Map Option A, it also corrects the three non-contiguous islands in the City's current plan. Map Option B exhibits a total deviation of 5.75%, moving smaller populations than Map Option A.

The map preserves three majority/minority Asian voting districts and one majority/minority Hispanic voting district. Like Map Option A, this plan moves the Hispanic voting district from District 3 to District 2.

At City Council's direction, Map Option B also maintains the communities of interest surrounding the Stanton Family Resource Center and Crosspointe Village into single voting districts. A complete demographic analysis is attached to this report (Attachment A).

## **Next Steps**

Following tonight's hearing and continued demographic review of the recently released 2020 Census data, the City's redistricting consultant will revise any maps as directed by the City Council, as well as evaluate any maps submitted by the public. The City has launched an online mapping tool which allows the public to draw and submit their own district maps for consideration. Any maps submitted by the public by February 14, 2022 will be evaluated and included with any revised maps considered at the fourth public hearing. To date, one map has been submitted by a member of the public, however it was submitted outside the online mapping tool system and as such, is taking longer to analyze for compliance with the statutory requirements of federal law and the Fair Maps Act. This map will be presented in detail at the fourth public hearing on February 22, 2022.

If at tonight's hearing the City Council requests additional revisions, those revisions will be presented at the fourth public hearing, scheduled for February 22, 2022. The City Council may, at tonight's hearing, narrow their focus and identify a preferred map. In that instance, staff will also include introduction of an Ordinance approving a final map at the fourth public hearing. Should additional public hearings be necessary to identify and select a preferred map, they will be scheduled accordingly. As stated above, the deadline for the City of Stanton to complete the redistricting process is April 17, 2022.

## **Community Outreach**

The City has a dedicated redistricting website, [mapstanton.org](http://mapstanton.org), to serve as a central repository for all information related to the City's redistricting efforts. Residents can view public hearing notices and flyers in multiple languages (English, Spanish, Korean, and Vietnamese), find the online mapping tools, view draft maps, agendas, staff reports and PowerPoint presentations, as well as learn about redistricting through links to other official websites and the site's Frequently Asked Questions page. At the time of agenda preparation, the site had been visited 137 times by 113 unique IP addresses (113 different users).

## **FISCAL IMPACT:**

There is no fiscal impact associated with the recommended action.

## **ENVIRONMENTAL IMPACT:**

In accordance with the provisions of the California Environmental Quality Act ("CEQA"), this action is not a project as defined by the CEQA and will have no result direct or indirect to physical changes in the environment.

**PUBLIC NOTIFICATION:**

Public notice for this item was made through the regular agenda process. In addition, the notice was translated into Korean, Spanish, and Vietnamese and posted at the City's three posting locations: City Hall, Stanton Post Office, and Stanton Family Resource Center. Information was also available via the City's social media outlets, the City's public access television channel (Public Cable Television Authority), and the City's website.

**STRATEGIC PLAN:**

- 1 – Provide a Safe Community
- 5 – Provide a High Quality of Life
- 6 – Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared By:

Approved by:

/s/ Patricia A. Vazquez

/s/ Jarad L. Hildenbrand

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Patricia A. Vazquez  
City Clerk

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

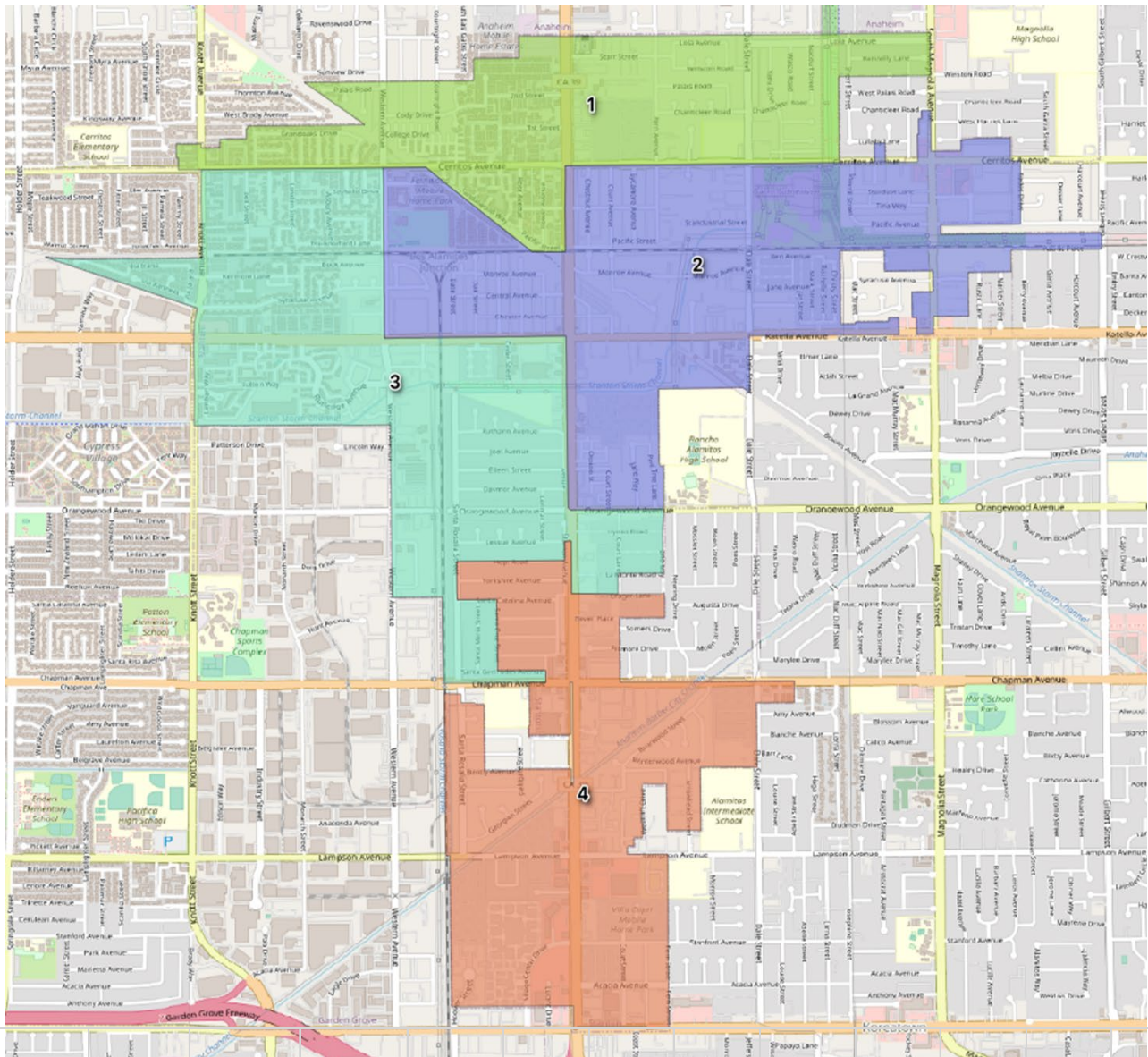
- A. Proposed Maps and Demographic Analysis.

*[Click here to return to the agenda](#)*

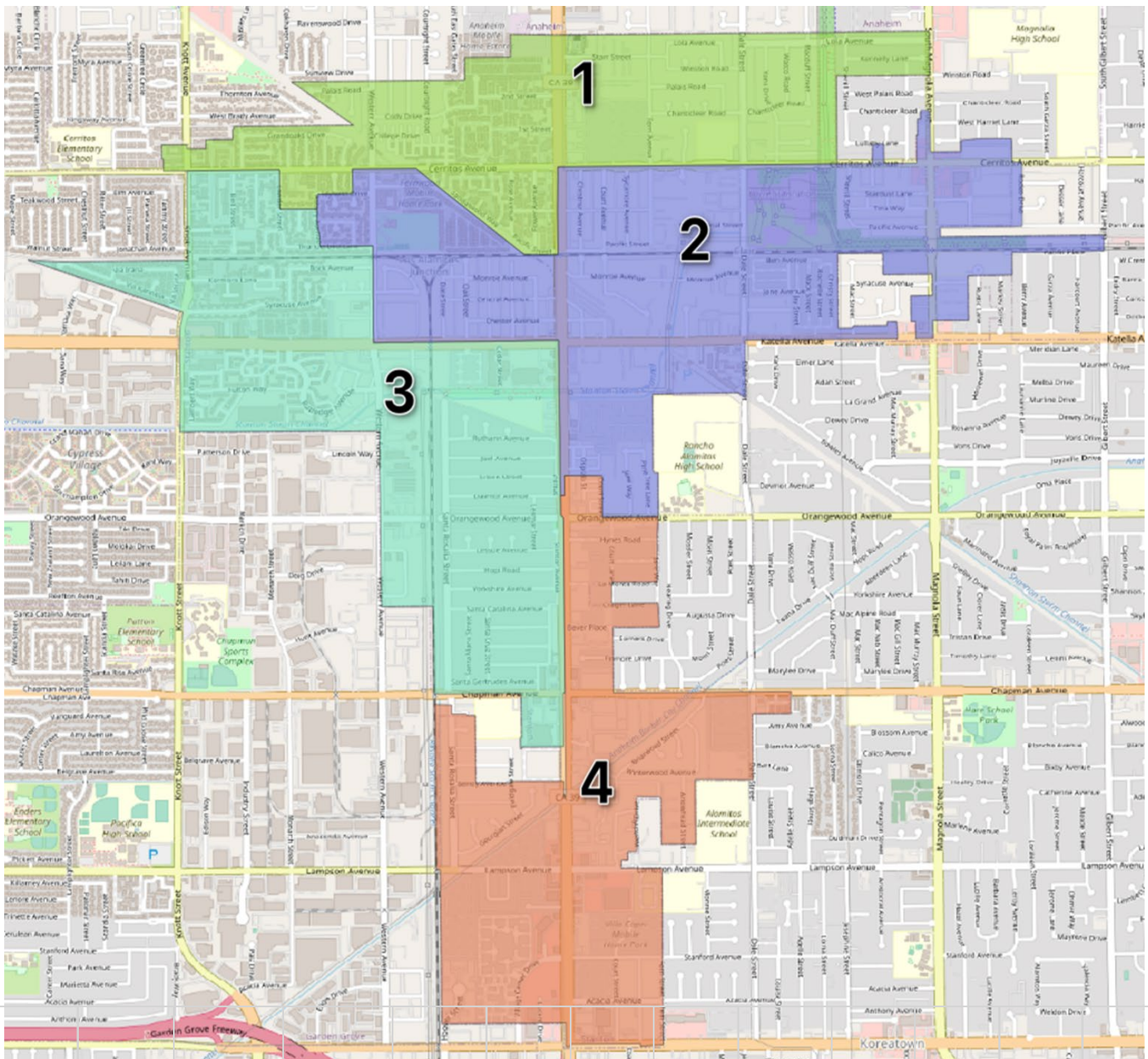
# Proposed Maps And Demographic Analysis



# Map Option A

[illegible]

## Map Option B

[illegible]



## ORDINANCE NO. 1118

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12200 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ**

**WHEREAS**, on November 4, 2020, Chris Segesman representing Bonanni Development, ("Applicant") filed applications for a Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04, Planned Development Permit PDP 20-07, Tentative Tract Map No. 19119 and Development Agreement DA 20-04, for the development of a 3.54-acre site ("Project Site"), located at 12200 Beach Boulevard (APN: 131-422-20) for a new 79-unit townhome development including 7 low income affordable units and associated improvements ("Project"); and

**WHEREAS**, the City of Stanton ("City") has found that the Development Agreement strengthens the public planning process, encourages private participation in comprehensive planning by providing a greater degree of certainty in that process, reduces the economic costs of development, allows for the orderly planning of public improvements and services, allocates costs to achieve maximum utilization of public and private resources in the development process, and ensures that appropriate measures to enhance and protect the environment are achieved; and

**WHEREAS**, pursuant to California Government Code Section 65864 *et seq.*, the City is authorized to enter into Development Agreements providing for the development of land under terms and conditions set forth therein; and

**WHEREAS**, the Applicant, proposes to develop the Project Site located in the City of Stanton, more particularly described in Exhibit "A" of the Development Agreement, attached hereto, and incorporated herein by this reference ("Property") for the Project; and

**WHEREAS**, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Applicant has proposed to enter into a Development Agreement concerning the Project ("Development Agreement") to provide assurances the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

**WHEREAS**, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan; and

**WHEREAS**, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project which are or will be the subject of subsequent development applications and land use entitlements for the Project as well as the Development Agreement; and

**WHEREAS**, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

**WHEREAS**, on December 15, 2021, the terms and conditions of the Development Agreement were reviewed by the Planning Commission at a publicly noticed hearing and have been found to be consistent with the General Plan and the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

**WHEREAS**, on January 11, 2022, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement DA 20-04 as well as Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04 Planned Development Permit PDP 20-07, Tentative Tract Map No. 19119 for the property located at 12200 Beach Boulevard; and

**WHEREAS**, the City Council has found this Development Agreement is consistent with the City's General Plan; and

**WHEREAS**, the City Council has determined by entering into the Development Agreement: (i) the City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan; (ii) significant benefits will be created for City residents and the public generally from increased housing opportunities created by the Project; and

**WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), the City is the lead agency for the proposed Project; and

**WHEREAS**, the City Council finds and determines the environmental effects of the proposed Project were reviewed pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines through the preparation and circulation of an Initial Study and Mitigated Negative Declaration (IS/MND). The City Council further finds and determines that the mitigation measures as identified in the Mitigation Monitoring and Reporting Program (MMRP) set forth in the IS/MND are sufficient to mitigate all potentially significant impacts to less than significant levels.; and

**WHEREAS**, on January 11, 2021, the City adopted Resolution No. 2022-02 and thereby approved the Project; and

**WHEREAS**, the terms and conditions of the Development Agreement have undergone review by the Planning Commission at a publicly noticed hearing and have been found to be fair, just, and reasonable, and consistent with the General Plan; and

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

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:**

**SECTION 1: Recitals.** The City Council hereby finds that the fact, findings and conclusions set forth above are true and correct.

**SECTION 2: CEQA.** On January 11, 2022, the City Council adopted Resolution No. 2022-01 and finds and determines the environmental effects of the proposed Project were reviewed pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines through the preparation and circulation of an Initial Study and Mitigated Negative Declaration (IS/MND). The City Council further finds and determines that the mitigation measures as identified in the Mitigation Monitoring and Reporting Program (MMRP) set forth in the IS/MND are sufficient to mitigate all potentially significant impacts to less than significant levels.

**SECTION 3: City Council Findings.** Pursuant to Government Code Section 65867.5(b) and Stanton Municipal Code Section 20.510.050(D), and based on the entire record before the City Council, the City Council hereby makes the following findings:

1. The Development Agreement provides benefit to the City:

The Project contemplated in the Development Agreement includes a Tract Map for the subdivision of land for condominium purposes, improvement of an underutilized lot. The Development Agreement requires the Applicant to provide substantial improvements to the site including usable on-site amenities. This project proposes a recreation area, community park and dog park and provides a financial benefit for the improvement of public facilities throughout the city. The project also includes 7 low income affordable housing units.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code:

The Project Site is in the General Mixed-Use District and is zoned Commercial General (CG) with a General Mixed-Use (GLMX) Overlay Zone. The project furthers the goals and policies of the General Plan and meets the requirements of the Zoning standards including density, height, setbacks and all applicable development standards. The applicant is asking for modification to common and

parking, private open space and four-foot architectural offset through the Planned Development Permit. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

- ***Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.***  
The property is located within the General Mixed Use Overlay zone which allows for stand-alone residential development. The Project provides for 79 residential townhome units attached in clusters of four and six units and offers open space areas with a variety of recreational opportunities. The subdivision allows for the units to be sold separately, providing a more stable resident population and also adds to City's affordable housing stock. The proposed project offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.
- ***Goal CD-1.1 Promote quality development and design that preserves and enhances a positive and unique image of Stanton, and fosters a sense of community pride. Strategy CD-1.1.2 Ensure that new development within the city contributes to the image of Stanton in a positive way and places a high standard of architecture and site design.***  
Beach Boulevard is evolving with several new mixed use and residential developments. The proposed 79 townhomes units offer a contemporary architecture that would continue to enhance the positive image of Stanton. The development also proposes to improve the Beach Boulevard corridor through the implementation of the Livable Beach Boulevard Mobility Plan.
- ***Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton.***  
The proposed project improves the pedestrian and vehicular experience along Beach Boulevard by applying the Livable Beach Boulevard Mobility Plan. The parkway will offer enhanced landscaping and street furnishings. In addition, the elevations of the new residential units facing Beach Boulevard are designed to provide high-quality design, visual interest and a vibrant streetscape.
- ***Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.***

The residential Project would provide for market rate and affordable housing for people close to commercial nodes, which will benefit existing and future commercial uses on Beach Boulevard and contribute to the City's economic base.

- ***Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.***

The project will develop an underutilized lot located at a key corridor and will complement the surrounding neighborhood-serving commercial uses and established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.

3. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5:

The Agreement provides assurance to the applicant for the development of the Project. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a seven-year term, in which the Applicant has a vested right to develop residential development on the Project Site in accordance with existing City regulations and Planned Development Permit PDP 20-07. In exchange, the Project will provide affordable housing opportunities in Stanton, and opportunities for improvements to public facilities throughout the City. Moreover, the Applicant will provide a high-quality development with substantial improvements to the site including amenities for the residents and enhanced public and private improvements throughout the development.

**SECTION 4: City Council Approval:** The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "A", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and Bonanni Development., A California Corporation."

**SECTION 5: Relationship to Other Project Approvals and Effective Date.** This Ordinance shall not take effective unless and until Tentative Tract Map No. 19119, Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04 and Planned Development Permit PDP 20-07 are each approved and become effective. Moreover, the Development Agreement shall become effective accordance to its terms, as provided therein. If the Development Agreement's "Effective Date," as defined in that Agreement, fails to occur as specified therein, Tentative Tract Map No. 19119, Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04 and Planned Development Permit PDP 20-07 shall not become effective.

**SECTION 6: Custodian and Location of Records.** The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of these documents.

**SECTION 7: Severability.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 8: Adoption of Ordinance.** The City Clerk shall certify the adoption of this Ordinance and cause the same to be posted as required by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by full execution thereof, the City Clerk shall record with the Orange County Recorder a copy of the Development Agreement.

**PASSED, APPROVED, AND ADOPTED** this 25<sup>th</sup> day of January, 2022.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

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HONGDAO NGUYEN, CITY ATTORNEY



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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance No. 1118 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 11<sup>th</sup> day of January, 2022, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 25<sup>th</sup> day of January, 2022, by the following vote, to wit:

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

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

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

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

\_\_\_\_\_  
CITY CLERK, CITY OF STANTON

Recorded at request of: )  
City Clerk )  
City of Stanton )

When recorded return to: )  
City of Stanton )  
7800 Katella Ave. )  
Stanton, CA 90680 )  
Attention: City Clerk )

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Exempt from filing fees pursuant to Government Code §6103

**DEVELOPMENT AGREEMENT NO. 20-04**

**A DEVELOPMENT AGREEMENT BETWEEN**

**CITY OF STANTON**

**and**

**BONANNI DEVELOPMENT COMPANY III, LLC  
A LIMITED LIABILITY COMPANY**

## **DEVELOPMENT AGREEMENT NO. 20-04**

This Development Agreement (hereinafter “Agreement”) is entered into as of this \_\_\_\_ day of January, 2022 by and between the City of Stanton, California (hereinafter “CITY”), Bonanni Development Company III, LLC, a California limited liability company (hereinafter “OWNER”):

### **RECITALS**

WHEREAS, CITY is authorized to enter into binding Development Agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, this Agreement constitutes a current exercise of CITY’s police powers to provide predictability to the OWNER in the development approval process by vesting the permitted uses, density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for Owner’s commitment to provide significant public benefits to CITY as set forth in Section 4 below.

WHEREAS, OWNER has requested CITY to enter into a Development Agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the best interests of the citizens of Stanton and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of major significance because it will enable the CITY to fund much needed capital improvements and provide much needed public services and will therefore have a positive economic impact on the CITY; and

WHEREAS, the provision by Owner of the public benefits allows the CITY to realize significant economic, open space, and public facilities benefits. The public benefits will advance the interests and meet the needs of Stanton residents and visitors to a greater extent than would development of the Property without this Agreement.

WHEREAS, the physical effects, of the project have been reviewed and analyzed through the IS/MND and has concluded that with the inclusion of the Mitigation Monitoring and Reporting Program there will be a less than significant effect on the environment; and

WHEREAS, this Agreement and the Project are consistent with the Stanton General Plan and any specific plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which Development Agreements under Section 65864, et seq. of the Government Code are intended.

### **COVENANTS**

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **1. DEFINITIONS AND EXHIBITS.**

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “CITY” means the City of Stanton, a California municipal corporation.

1.1.3 “City Council” means the duly elected city council of the City of Stanton.

1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project as specified in the Development Approvals (defined below), including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) Planned Development Permit;
- (b) Site Plan and Development Review;
- (b) Tentative and Final subdivision maps;

- (c) Conditional use permits, public use permits and plot plans;
- (d) Zoning; and
- (e) Grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, including but not limited to park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, or fees collected under Development Agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”. OWNER’s obligations under this Agreement shall be contingent on CITY’s approval of OWNER’s applications for all of the Development Approvals.

1.1.10 “Effective Date” means the date the Ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property which are in effect as of the Effective Date. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or

(e) the exercise of the power of eminent domain.

1.1.12 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors and assigns in interest to all or any part of the Property.

1.1.13 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.14 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.16 “Public Benefit” refers to those benefits provided to the CITY and the community by Owner pursuant to Section 4 below.

1.1.17 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property.

Exhibit “B” – Map showing Property and its location.

Exhibit “C” – Development Plan.

Exhibit “D” – Development Impact Fees.

Exhibit “E” – Affordable Housing Requirements

## 2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 City Council Findings. The City Council finds that:

2.3.1 This Agreement is consistent with the CITY's General Plan.

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, and enhances effective utilization of resources within the CITY.

2.3.3 This Agreement provides public benefits beyond those which are necessary to mitigate the development of the Project.

2.3.4 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning and reduces costs of development and government.

2.3.5 The best interests of the citizens of the CITY and the public health, safety, and welfare will be served by entering into this Agreement.

2.4 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period of (i) five (5) years after the issuance of a grading permit, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee; nevertheless, OWNER may have a common law vested right to complete the Project under the 'Avco rule' (see *Avco Community Developers, Inc. v. South Coast Regional Commission* (1976) 17 Cal.3d 785)".

2.5 Assignment.

2.5.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations,

agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

**2.5.2 Release of Transferring Owner.** Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.5.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

**2.5.3 Subsequent Assignment.** Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.5.

**2.5.4 Utilities.** The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a Certificate of Occupancy for any portion of the Project.

**2.5.5 Sale to Public and Completion of Construction.** The provisions of Subsection 2.5.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and



- (b) A Certificate of Occupancy has been issued for a building on the lot.

Notwithstanding the foregoing, in the event that any title insurance company requests that CITY execute for recordation in the official records of the County a release with respect to any such lot, CITY shall promptly execute for recordation and deliver to such title company such release provided that such release is in a form and contains such terms as is reasonably satisfactory to the City.

2.6 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6.1 Minor Changes.

(i) The provisions of this Agreement require a close degree of cooperation between the Parties and “Minor Changes” to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties’ performance. “Minor Changes” shall mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

(ii) Accordingly, the Parties may mutually consent to adopting “Minor Changes” through their signing of an “Operating Memorandum” reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are “Minor Changes” subject to this Section 2.6.1 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.4.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a timely initiated referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public

agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

## 2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the transmitting party after transmission by email to the recipient named below. All notices shall be addressed as follows:

If to CITY:                      City of Stanton  
7800 Katella Ave.  
Stanton, CA 90680  
Attn: Jarad Hildenbrand  
Email: [jhildenbrand@ci.stanton.ca.us](mailto:jhildenbrand@ci.stanton.ca.us)

Copy to:                        Best Best & Krieger LLP  
18101 Van Karman Ave., Suite 1000  
Irvine, CA 92614  
Attn: HongDao Nguyen Esq.  
Email: [Hongdao.Nguyen@bbklaw.com](mailto:Hongdao.Nguyen@bbklaw.com)

If to OWNER:                Bonanni Development Company III, LLC  
5500 Bolsa Avenue, Suite 120  
Huntington Beach, CA 92649  
Attn: Cole Bonanni  
Email: [cole@bonannidevelopment.com](mailto:cole@bonannidevelopment.com)

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or

to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

### 3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement, including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, which are in effect on the Effective Date including, without limitation, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals. Except as expressly provided herein and the Land Use Regulations and Development Approval as of the Effective Date, City shall not impose any additional conditions, fees, or exactions on the Project or increase any fees or exactions. Notwithstanding the foregoing, the City may charge processing fees and increase processing fees in accordance with applicable law.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals in effect on the Effective Date.

#### 3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, which shall be those in effect as of the Effective Date.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, so long as the same are not inconsistent with those in effect as of the Effective Date.

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) “Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.”

(e) Regulations that may be in conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in conflict with the Development Plan; provided OWNER has, in its sole and absolute discretion, given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not conflict with this Agreement. CITY may grant all subsequent permits so long as they are consistent with the Land Use Regulations and Development Approvals.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of

this Agreement shall be modified or suspended as may be necessary to comply with such State, County or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. If, in the Owner's reasonable determination, the effect of such changes renders the Project financially infeasible, OWNER may terminate Agreement.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

3.6 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.

3.7 Conditions, Covenants and Restrictions. Owner shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Owner shall provide a copy of the CC&Rs to the CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from Owner, the City Attorney shall provide Owner with either (i) a statement that the CC&Rs comply with this Agreement ("CC&R Approval") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "Statement of Non-Compliance"). If the City Attorney fails to provide Owner with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by Owner, CITY shall be deemed to have approved the CC&Rs and Owner may record the CC&Rs against the

Property. If the City Attorney provides a Statement of Non-Compliance, Owner shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of Owner's response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until Owner either (1) receives CC&R Approval, (2) submits the compliance issues to binding arbitration pursuant to the rules of the American Arbitration Association, (3) files an action for declaratory relief in Orange County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs shall run with the land and bind Owner's successors and assigns. Except as provided above, any dispute between the Parties regarding the CITY's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration Association.

3.8 Approvals and Permits. CITY shall diligently and in good faith comply with the Permit Streamlining Act and shall use its diligent and good faith efforts to cooperate in and expedite the review, comment and approval of plans and the securing of permits.

3.9 Eminent Domain. In the event that, notwithstanding its diligent and good faith efforts, OWNER cannot acquire land necessary for the completion of public improvements or completion of mitigation measures (e.g., street widening, utilities or other off-site improvements) or cannot eliminate any interests of others in the property which is the subject of the Project (e.g., internal rights of way, easements, or diverse property ownerships) which interfere with the completion of such public improvements or mitigation measures, OWNER may request CITY consider utilizing its eminent domain powers to effectuate any needed acquisition. If CITY chooses to proceed, all costs associated with the eminent domain proceedings, including attorney fees and the cost of the acquisition shall be borne by OWNER.

3.9.1 Notwithstanding a request by OWNER for City to utilize its power of eminent domain, CITY hereby retains its sole and unfettered discretion as the use of its eminent domain powers. Nothing in this Agreement shall require CITY to adopt a resolution of necessity regarding the acquisition of property or to acquire any properties by exercise of CITY's power of eminent domain. If CITY considers adoption of a resolution of necessity regarding the acquisition of property and does not adopt such a resolution, OWNER may terminate this Agreement upon seven (7) days' Notice to the CITY, and neither Party shall have liability to the other or any other Person.

3.9.2 Reservation of City Discretion. It is expressly acknowledged, understood and agreed by the Parties that CITY undertakes no obligation to adopt any resolution of necessity, and does not prejudice or commit to any Person regarding the findings and determinations to be made by CITY with respect to any resolution of necessity. In the event of termination, neither OWNER nor CITY shall be in Default under this Agreement and OWNER may terminate this Agreement upon seven (7) days' Notice to CITY, and neither Party shall have liability to the other or any other Person.

3.9.3 No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

3.10 Tentative Maps. Pursuant to Government Code Section 66452.6, the duration of all tentative tract maps within the Project approved by the CITY shall be extended to the earlier of ten (10) years after approval by the CITY or the expiration of the term of this Agreement.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Public Benefits. In addition to complying with the Project conditions of approval which are designed to mitigate any significant impacts of the Project, OWNER has committed by this Agreement to contribute to the acquisition, construction and maintenance of certain "Public Benefits." The Public Benefits consist of contributions toward the "Public Facilities" which may include but are not limited to park maintenance, rehabilitation and improvements, public facility upgrades and improvements, street maintenance and improvements, or any other improvement to the public facilities as the CITY deems necessary to provide appropriate facilities and services to the residents of this community and the CITY at large. CITY shall have no obligation to construct the Public Facilities in any particular order or sequence.

4.2.1 CITY Facilities. OWNER shall make contributions towards the acquisition, construction and maintenance of the CITY Facilities, as follows:

(i) Public Benefit Fee. OWNER shall pay a fee in the amount of one thousand, five hundred dollars (\$1,500) (the "City Facilities Fee") for each residential unit ("Unit") constructed as part of the Project. The City Facilities Fee shall be due concurrently with the issuance of the certificate of occupancy for the Project, unless a different schedule is mutually agreed upon by the CITY and OWNER.

(ii) Neighborhood Preservation Fee. OWNER shall pay a fee in the amount of one thousand dollars (\$1,000) (the "Neighborhood Preservation Fee") for each residential unit ("Unit") constructed as part of the Project. The Neighborhood Preservation Fee shall be due concurrently with the issuance of the certificate of occupancy for the Project, unless a different schedule is mutually agreed upon by the CITY and OWNER.

(iii) City Beautification/Enhancement Fee. OWNER shall pay five hundred thousand dollars (\$500,000) (the "City Beautification/Enhancement Fee") for the design, implementation and improvements including but not limited the proposed parkette park located at the terminus of Orangewood at Santa Rosalia, and/or the pedestrian, bicycle and parkway improvements designed by ALTA design group for the Orangewood/Santa Rosalia Corridor project, and/or the Beach Boulevard Bonanni development project corridor, which includes what is commonly known as of the date of this agreement, VRV, Cloudhouse, and Bigsby to include

connections to include but not be limited to pedestrian enhancements, wayfinding, landscaping, art installation, paving, crosswalk enhancements and monumentation, etc). The City Beautification/Enhancement Fee shall be due concurrently with the issuance of the certificate of occupancy for the Project, unless a different schedule is mutually agreed upon by the CITY and OWNER. Should the above mentioned projects not reach the full \$500,000 commitment, the remaining balance owed will be due for the City to use for beautification and enhancement projects anywhere within the City without limitation.

(iv) Affordable Housing. OWNER shall comply with the Project's affordable housing restrictions set forth in Exhibit "E."

#### 4.3 Development Impact Fees.

4.3.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.3.2 Time of Payment. The fees required pursuant to Subsection 4.3.1 shall be paid to CITY concurrently with the issuance of the certificate of occupancy for the Project. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.3.1 shall be paid prior to the re-issuance or extension of any building permit for a residential Unit for which such fees have not previously been paid.

4.3.3 Development Impact Fees; No Increases. The Parties hereby agree that, except as expressly set forth in Exhibit "D", during the term of this Agreement, the Project shall not be subject to the imposition of any City imposed Development Impact Fee that becomes effective after the Effective Date. Notwithstanding anything to the contrary in the Agreement, the OWNER acknowledges that OWNER shall be responsible for the payment of development impact fees imposed or required by other public agencies, including County or regional agencies.

4.3.4 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement, provided, however the prepayment of any Development Impact Fees required hereunder for any particular Unit shall satisfy in full OWNER's obligation to pay such Development Impact Fees for such Unit and any subsequent increase in the amount of such Development Impact Fees as to such Unit shall not be applicable to it. Following the expiration, cancellation or termination of this Agreement, unless Development Impact Fees have been previously paid by OWNER as to any particular Unit, in which event OWNER's obligation to pay such Development Impact Fees as to such Unit shall be satisfied in full, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.3.4 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.3.1 hereof.

#### 4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to



CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's reasonable discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its reasonable discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.6 OWNER acknowledges and agrees that the amount of the fees set forth in Sections 4.2 and 4.3 are negotiated fees and not adopted as part of a greater fee program within the City. OWNER waives any right to challenge the mode of imposition of these fees, the amount of these fees or application of these fees to this Project. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds, including, without limitation, Development Impact Fees, or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee

sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall

be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

## 7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that neither CITY nor OWNER would have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER and OWNER shall not be liable in damages to CITY, or to any successor in interest of OWNER, CITY, or to any other person or entity, and OWNER and CITY covenant not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

(d) Notwithstanding the foregoing, each Party may sue for specific performance under this Agreement and in the event of an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, the

non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other relief awarded.

7.2 Release. Except for non-monetary remedies and as set forth in the preceding Section 7.1(d), OWNER and CITY, each for itself, its successors and assignees, hereby releases the other, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, including, any claim or liability of CITY based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER and CITY each hereby acknowledge that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY."

By initialing below, OWNER and CITY hereby waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
City's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement (hereinafter referred to as ("default")), and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure

such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

## 8. LITIGATION.

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, the approval of any permit granted pursuant to this Agreement, and any claim, action, proceeding or determination arising from the land use entitlements relating to this Project, including this Development Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission,. CITY may in its discretion participate in the defense of any such action. The foregoing defense and indemnity obligations, however, shall not apply to any condition of the Property which existed prior to OWNER's acquisition of it unless exacerbated by any act or omission of OWNER.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of

competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) unless previously paid as to any particular Units, impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

8.5 Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

## 9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Orange County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected

thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes, walk-outs, boycotts, similar obstructive actions or other labor difficulties beyond the party's control, government regulations, including without limitation, government regulations related to pandemics, court



actions (such as restraining orders or injunctions), market wide shortages of labor, materials or supplies, delays caused by the CITY, any utility company, or other governmental or quasi-governmental entities in approving entitlements, permits, and other authorizations as well as conducting inspections needed for timely completion of a party's obligations, provided that neither the ordinary and customary processing time shall not be considered a delay; and other similar matters or causes beyond the reasonable control of a party but excluding such party's financial inability to perform the obligation. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended for more than five (5) additional years under any circumstances.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

Upon the request of either party at any time, the other party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

**CITY:**

THE CITY OF STANTON, a California  
municipal corporation

**DEVELOPER:**

BONANNI DEVELOPMENT COMPANY  
III, LLC, a California limited liability  
company

By: \_\_\_\_\_  
Jarad L. Hildenbrand, City Manager

By: \_\_\_\_\_  
Name: Cole Bonanni

**ATTEST:**

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

By: \_\_\_\_\_  
[Name & Title]

[NOTARY REQUIRED]

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
HongDao Nguyen, City Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

THAT PORTION OF LOT 4 IN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF A RESURVEY OF THE J.W. BIXBY AND CO.'S SUBDIVISION OF A PART OF THE RANCHO LOS ALAMITOS, FILED IN BOOK 2, PAGE 43 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4 AND RUNNING THENCE NORTH ALONG THE WESTERLY LINE THEREOF 376.20 FEET TO THE NORTHWESTERLY CORNER OF LAND DESCRIBED IN DEED TO CROCKER CITIZENS NATIONAL BANK, AS TRUSTEE, RECORDED APRIL 18, 1966, IN BOOK 7904, PAGE 619 OF OFFICIAL RECORDS; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LAND DESCRIBED IN SAID DEED TO ITS INTERSECTION WITH THE COMPROMISE LINE OF THE RANCHO LOS ALAMITOS; THENCE SOUTHWESTERLY ALONG SAID COMPROMISE LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 4; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 131-422-20

**EXHIBIT “B”**

**PROPERTY LOCATION**



**EXHIBIT “C”**

## DEVELOPMENT PLAN

Subject to the terms of this Agreement, the Project includes the construction of a standalone residential development as depicted below. The residential development will be comprised of no more than 79 three-story townhome units including 7 low affordable units with garage parking for each unit, guest parking for a total of 202 off-street parking spaces and site amenities such as recreation area, community park and dog park. The units are attached in clusters ranging from 4 to 6 units and are comprised of one-, two- and three-bedroom units.



Exhibit C

**EXHIBIT “D”**

(Development Impact Fees)

<u>Development Impact Fee</u>	<u>Per Unit Amount</u>
Street Fee	\$398
Traffic Signal Fee	\$89
Community Center	\$295
Police Facilities	\$267
Park in Lieu Fee	\$11,173

DRAFT

## **Exhibit “E”**

### Affordable Housing Requirements

OWNER shall provide seven (7) for sale units qualifying for lower income, based on the area median income, as defined in California Health and Safety Code Section 50053 and accompanying regulations of the California Department of Housing and Community Development (“HCD”), as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time. These units are restricted and shall have a restrictive covenant recorded against the property for a period of up to fifty (50) years and are allowed an escalation in keeping with the State standards set for this housing criteria category with the review and approval of the CITY.

DRAFT



DRAFT

## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** January 25, 2022

**SUBJECT: SOUTHERN CALIFORNIA EDISON CHARGE READY PROGRAM**

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

The Southern California Edison (SCE) Charge Ready Program has funding available for purchase and installation of electric vehicle charging equipment on a first-available, first-served basis, subject to site and scope of work verification by SCE. Due to the limitations of the Program, participation in the Program is not recommended at this time; however, City staff wishes to confirm City Council agrees with this direction.

#### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Direct staff whether or not to proceed with an application for the Southern California Edison Charge Ready Program.

#### **BACKGROUND:**

The Southern California Edison (SCE) Charge Ready Program was implemented to support both California's greenhouse gas (GHG) reduction goal and local air-quality requirements by providing financial assistance and subject matter expertise to help expand the charging infrastructure available for electric vehicles.

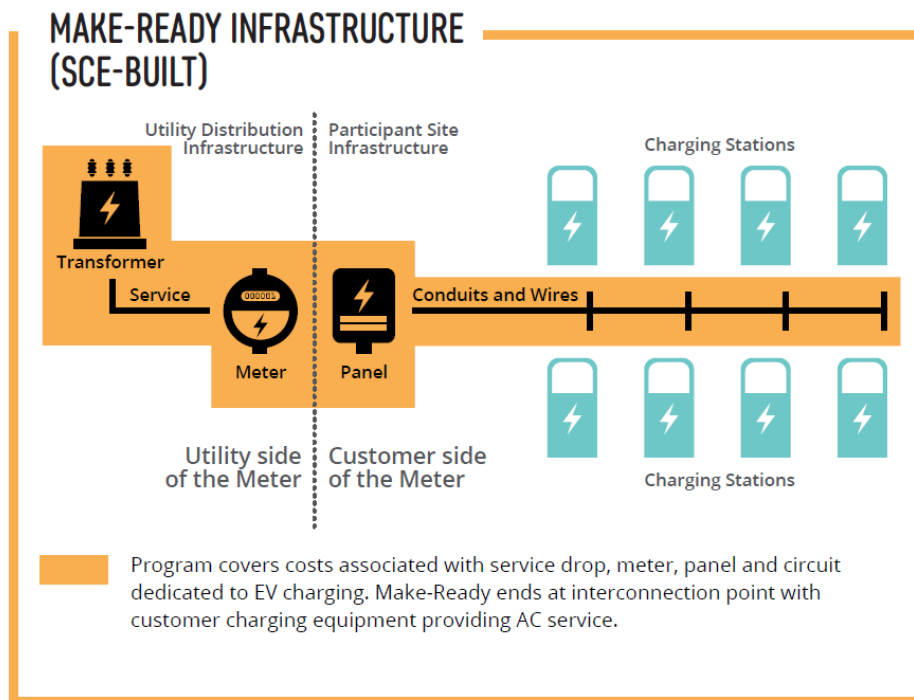
For municipalities, the Charging Infrastructure and Rebate Program is available which offsets the cost associated with the purchase and installation of SCE-approved charging equipment. The amount of the rebate depends on the power level of the charging equipment selected, the number of chargers proposed, and if the location of the site is within a disadvantaged community.

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

On January 11, 2022, SCE held a virtual presentation with City staff on the Program and participated guidelines of the program and answered City staff's questions.

Here are the highlights:

- For cities, the Program will not pay for a turn-key installation of chargers. This option is only available to residential multi-family properties in a disadvantaged community.
- For cities, the most the Program will pay is for the installation of a transformer, a meter pedestal, an electrical panel, and conduits and wires to connect City-purchased and maintained charging stations. This is known as the “SCE-Built” Program. No charging stations are included. An informational graphic is below:



- The Program will pay 100% of the orange-highlighted, SCE-Built items (not the charging stations) in the above diagram, but only if the charging stations are located in a disadvantage community (DAC). If not located in a DAC, the Program’s effective rebate falls to less than 50% with the City having to make up the difference.
- To make the 100% payment program viable, SCE stated ten (10) or more EV charging stations must be installed at a single location within a cluster.
- Confirmation that SCE will pay 100% is dependent on site characteristics, such as how far away the nearest SCE transformer is located.
- An easement will need to be dedicated to SCE for the infrastructure.

Prior to the January 11<sup>th</sup> conference call with SCE, Staff’s preferred locations for additional charging stations were the Harry Dotson Park, Central Park and Family Resource Center. However, based on the requirements, only Stanton Park is within a DAC with room for ten (10) charging stations.

Additional Charge Ready Program requirements include:

- All EV charging equipment must be selected from SCE's Approved Product List;
- City must purchase, install, own, and operate the charging equipment;
- City must operate and maintain the charging equipment in good working order for a minimum of ten (10) years;
- City must contract with a qualified network services provider from SCE's Approved Network Provider list to ensure devices have active network communications;
- City must make port data usage and other data available to SCE and authorizes SCE to share charging equipment related data to third parties;
- City must enroll the meter serving the charging equipment on a Time-of-Use (TOU) rate plan, enroll in a Demand Response (DR) program, and pay all electricity charges associated with the charging equipment; and
- City is responsible for costs exceeding available rebates and to ensure compliance with all other program requirements.

All of the details of the program can be found at:

- [https://www.sce.com/evbusiness/sites/default/files/evcharging/CR%20Program%20Guidelines\\_NO%20CSR\\_Final.pdf](https://www.sce.com/evbusiness/sites/default/files/evcharging/CR%20Program%20Guidelines_NO%20CSR_Final.pdf)

Potential rebates/covered costs can be found at:

- <https://www.sce.com/evbusiness/sites/default/files/evcharging/REBATE%20SUMMARY%20VALUES.pdf>

Given that the charging equipment and maintenance costs are not included in the Program, Stanton Park probably will not attract a high volume of electric vehicles, and ten parking spaces in Stanton Park would need to be exclusively assigned to electric vehicle charging parking, City staff is not recommending an application be made to SCE for this Program.

#### **FISCAL IMPACT:**

None.

#### **ENVIRONMENTAL IMPACT:**

This project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c.

#### **LEGAL REVIEW:**

None.

#### **PUBLIC NOTIFICATION:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a high quality infrastructure

Prepared by:

Reviewed by:

/s/ Han Sol Yoo

/s/ Joe Ames

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Han Sol Yoo  
Associate Engineer

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Joe Ames, P.E., T.E.  
Director of Public Works/City Engineer

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** January 25, 2022

**SUBJECT:** “SAY NO TO PANHANDLING” SIGNS

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

City staff has created some mockups of “Say No to Panhandling” signs which, upon receipt of direction by City Council, could be manufactured and placed within medians at various intersections in Stanton.

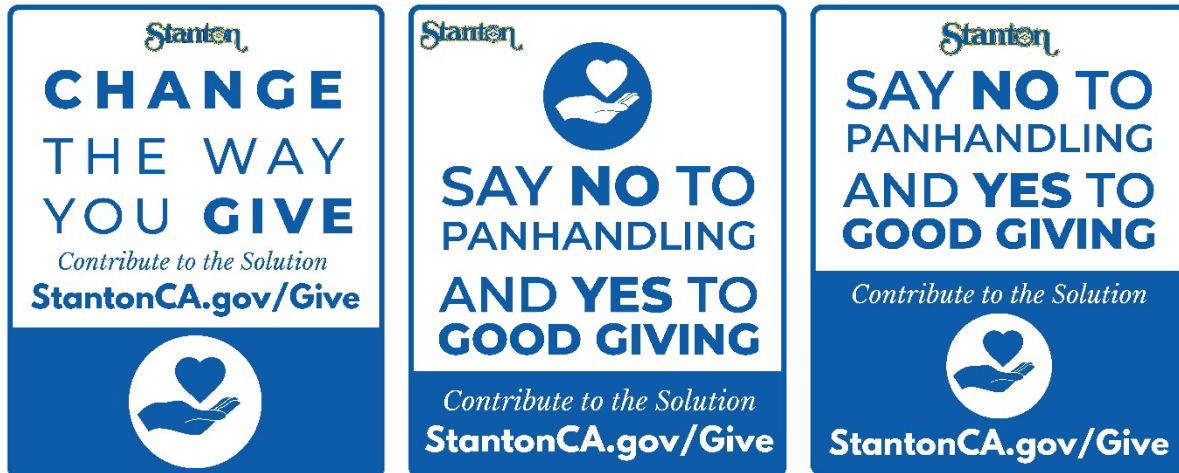
#### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Provide direction to City staff on the implementation of “Say No to Panhandling” signs at various intersections.

#### **BACKGROUND:**

Last month, the Director of Public Works noticed the City of Newport Beach placed “Say No to Panhandling” signs within medians at some signalized intersections in an attempt to discourage panhandling. Presumably, these signs also increase pedestrian and driver safety at intersections.

At the request of Public Works, Community Services drew three (3) different versions of these signs, similar to the Newport Beach signs, measuring 24” wide by 30” tall for consideration by City Council as shown below:



The sign size of 24" x 30" was chosen to coincide with the typical size of a "Keep Right" sign, shown below.



The Director envisions these "Say No to Panhandling" signs would typically be placed on the backside of the median telepar square sign posts holding the "Keep Right" signs in the hope they would discourage panhandlers from standing on median islands attempting to collect money from drivers at waiting to turn at signalized intersections.

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

The City routinely has panhandlers standing on median islands at signalized intersections attempting to collect money from motorists waiting to turn left. City staff believes these signs would simultaneously deter panhandlers from standing in medians and would inform citizens of the City's efforts to address panhandling. Presumably, if successful, these signs would also increase pedestrian and driver safety at intersections by avoiding pedestrian versus vehicle collisions.

Unlike traffic control signs, these signs do not require the adoption of a City Council Resolution because these signs are not covered under the California Vehicle Code. These are informational signs.

If directed to proceed with fabrication and placement, City staff is requesting direction from City Council on the design to utilize for contractor bidding. Or, if none of the sign samples are satisfactory, to describe what revisions are needed to make the sign design satisfactory for adoption and bidding.

**FISCAL IMPACT:**

Funding for these signs would come from the existing Citywide FY 2021-2022 street name sign budget, or could be absorbed in the City's maintenance budget for replacement of signs dependent on Council direction. City staff anticipates the cost being less than \$150 per sign.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

5 – Provide a high quality of life.

Prepared by:

/s/ Joe Ames

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Joe Ames, P.E., T.E.  
Director of Public Works/City Engineer

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager





# **City Council Initiated Item 15D**

***“DISCUSSION REGARDING PRIVATE  
SECURITY SERVICES FOR THE CITY”***

***(This item does not contain a staff report)***