

TO THE MEMBERS OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
FOR THE CITY OF STANTON AND TO THE CITY CLERK / SECRETARY:

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council / Successor Agency / Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on April 26, 2022, commencing at 5:30 p.m. at 7800 Katella Avenue, Stanton, CA 90680.

The Agenda for the Special Meeting is attached to this Notice and Call.

Dated: April 21, 2022

s/ Patricia A. Vazquez, City Clerk / Secretary

SAFETY ALERT – NOTICE REGARDING COVID-19

The health and well-being of our residents is the top priority for the City of Stanton, and you are urged to take all appropriate health safety precautions given the health risks associated with COVID-19. The City Council meeting will be held in person in the City Council Chambers located at 7800 Katella Avenue, California 90680.

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

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" (*insert the item number relevant to your comment*). Comments received no later than 4:30 p.m. before the scheduled meeting 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.

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 BY 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
SPECIAL & JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, APRIL 26, 2022

SPECIAL CLOSED SESSION - 5:30 P.M.
JOINT REGULAR SESSION - 6:30 P.M.

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

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

1. CLOSED SESSION (5:30 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 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.

**4B. PUBLIC EMPLOYEE APPOINTMENT
(Pursuant to Government Code Section 54957)**

Title: Interim City Manager

**4C. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code Section 54957.6)**

Agency Designated Representative: Mayor

Unrepresented Employee: Interim City Manager

**4D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing litigation pursuant to Government Code section 54956.9(d)(1)
Number of cases: 2**

Arcadia, et al. v. So. Cal. Edison Corp., Santa Barbara Superior Court Case Number: 20 CV 02026

**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

A. Townsend Public Affairs State and Federal Legislative report and update.

B. Presentation of Proclamation declaring the months of May through August 2022, as Drowning Prevention Awareness Months “Always Watch the Water” and “Never Swim Alone” within the City of Stanton.

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 March 25, 2022 – April 7, 2022 in the amount of \$292,506.43.

9C. APPROVAL OF MINUTES

1. City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – March 22, 2022; and
2. City Council/Successor Agency/Housing Authority approve Minutes of Joint Special Meeting – March 29, 2022; and
3. City Council/Successor Agency/Housing Authority approve Minutes of Special and Joint Regular Meeting – April 12, 2022; and
4. City Council/Successor Agency/Housing Authority approve Minutes of Joint Special Meeting (Closed Session) – April 19, 2022; and
5. City Council/Successor Agency/Housing Authority approve Minutes of Joint Special Meeting (Community Meeting) – April 19, 2022.

9D. AMENDMENT TO AGREEMENT FOR FAMILY RESOURCE CENTER SERVICES WITH BOYS & GIRLS CLUB OF GARDEN GROVE

The attached First Amendment to the Agreement for Family Resource Center Services would increase the current part-time counselor position at the Family Resource Center (FRC) to a full-time position, to be funded through the City's American Rescue Plan Act (ARPA) funds.

RECOMMENDED ACTION:

1. City Council declare 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. Approve the First Amendment to the Agreement for Family Resource Center Services with the Boys & Girls Club of Garden Grove; and
3. Authorize the City Manager to bind the City of Stanton and the Boys & Girls Club of Garden Grove in an amended agreement to provide counseling services.

9E. AWARD OF CONSTRUCTION CONTRACT FOR THE FY 2021-2022 CITYWIDE STREET RESURFACING PROJECT

Four bids for the FY 2021-2022 Citywide Street Resurfacing Project were opened on April 18, 2022. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by All American Asphalt, Inc. to be the lowest responsible and responsive bid. The construction cost is estimated at \$2,023,062, which includes a 5% contingency.

RECOMMENDED ACTION:

1. City Council award a construction contract for the FY 2021-2022 Citywide Street Resurfacing Project to All American Asphalt, Inc. for the alternate bid amount of \$1,926,726 for the construction of fiber reinforced asphalt concrete (FRAC) overlay; and
2. Authorize the City Attorney to make changes to the draft contract, as deemed necessary; and
3. Authorize the City Manager to bind the City of Stanton and All American Asphalt, Inc. in a contract for the construction; and
4. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
5. Authorize the City Manager to approve contract changes, not to exceed 5-percent (\$96,336).

**9F. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA
APPROVING SUBDIVISION TRACT MAP NO. 19119**

The subdivision tract map for the development known as Bigsby by Bonanni Development, which consists of a 79-unit townhome development including 7 low-income affordable units for the property located at 12200 Beach Boulevard has been submitted by the developer for final certification and recordation.

RECOMMENDED ACTION:

1. City Council hereby determines that based upon the Initial Study and Mitigated Negative Declaration, the City Council exercises its independent judgment and finds the project's potential significant adverse impacts can be mitigated to a level of insignificance with the mitigation measures identified in the IS/MND and Mitigation Monitoring and Reporting Program (MMRP) and therefore the requirements of the California Environmental Quality Act (CEQA) have been met; and
2. Adopt Resolution No. 2022-19 approving final Tract Map No. 19119, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 19119
FOR THE PROPERTY LOCATED AT 12200 BEACH BOULEVARD”;**

and
3. Find that the recordation of Tract Map No. 19119 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. Find 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. Direct 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; and
6. Direct the City Engineer to collect any security instruments required by the Stanton Municipal Code, the Subdivision Map Act, and/or the conditions of approval 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. Direct 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.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS **None.**

12. NEW BUSINESS **None.**

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS **None.**

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

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

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

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

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

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

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

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 21st day of April, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

March 25, 2022 - April 7, 2022

Electronic Transaction Nos.	1824-1843	\$	150,634.57
Check Nos.	134968-135009**	\$	141,871.86

TOTAL	\$	292,506.43
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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

** - Check numbers 134968-134971 were damaged during the check printing process.

Accounts Payable

Checks by Date - Detail by Check Number

User: mbannigan
Printed: 4/11/2022 9:43 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1824	REC16138	RECTRAC REFUNDS Refund deposit #25015 Civic Banquet Hall Shan	03/25/2022	800.00
Total for Check Number 1824:				800.00
1825	VSP13387	VISION SERVICE PLAN - (CA) March 2022 Health Ins-Employee VSP March 2022 Health Ins-Employee VSP	03/25/2022	513.62 59.12
Total for Check Number 1825:				572.74
1826	PUB15477	PUBLIC AGENCY RISK SHARING AUT PARS-PPE 3/12/2022	03/25/2022	1,040.09
Total for Check Number 1826:				1,040.09
1827	BIG13189	BIG BROTHERS BIG SISTERS OF ORA Regional CBO-Focus Area #1-Feb 2022 Regional CBO-Focus Area #1-Jan 2022	03/25/2022	1,484.80 407.52
Total for Check Number 1827:				1,892.32
1828	BOY14668	BOYS AND GIRLS CLUB OF BUENA PA Regional CBO-Focus Area #1-Jan-Feb 2022	03/25/2022	16,153.60
Total for Check Number 1828:				16,153.60
1829	JEN14424	ANA JENSEN Wage Garnishment PPE 3/12/2022	03/25/2022	200.00
Total for Check Number 1829:				200.00
1830	BOY14655	BOYS & GIRLS CLUBS OF LA HABRA La Habra CBO-Focus Area #1-Feb 2022 Regional CBO-Focus Area #1-Feb 2022	03/25/2022	12,364.91 7,841.00
Total for Check Number 1830:				20,205.91
1831	REC16138	RECTRAC REFUNDS Refund Deposit #25893 John Strickler SCP Mult Refund Deposit #25893 John Strickler SCP Mult Refund Deposit #25413 Eric Truong Picnic Shel Refund Deposit #25906 Naser Ibrahim Multi Pur Refund Deposit #25893 John Strickler SCP Mult Refund Deposit #25452 Alex Trujillo Picnic She Refund Deposit #25429 Ann Vicente Picnic Shel Refund Deposit #25917/25923 Michelle Adriana Refund Deposit #25406 Henry Ong Picnic Shelt Refund Deposit #25388 Irene Mccolister Picnic Refund Deposit #25553 Brittany Gutierrez Picni	03/28/2022	165.00 85.00 150.00 200.00 200.00 150.00 150.00 200.00 200.00 150.00 150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 1831:				1,800.00
1832	REC16138	RECTRAC REFUNDS	03/29/2022	
		Refund cancelled deposit #25725 Leilua Silinga		265.00
		Refund cancelled deposit #25725 Leilua Silinga		225.00
Total for Check Number 1832:				490.00
1833	CAS683	CA ST PERS-HEALTH BENEFIT	03/29/2022	
		April 22 Adm Services Health Ins		119.02
		April 22 Health Ins-City Share		34,513.21
		April 22 Retiree Insurance		3,225.00
		April 22 Health Ins-Employee		4,663.84
Total for Check Number 1833:				42,521.07
1834	INT1569	INTERNAL REVENUE SERVICE	03/29/2022	
		(ME) Medicare-Employee Share		9.25
		(FD) Federal Tax Withholding		9.21
		(ME) Medicare-City Share		9.25
Total for Check Number 1834:				27.71
1835	EDD1067	EDD	03/30/2022	
		State Unemployment		14.68
Total for Check Number 1835:				14.68
1836	GOL1321	GOLDEN STATE WATER COMPANY	04/01/2022	
		Jan 11-Mar 9 Water Services Median March 10		771.92
		Feb 9-Mar 9 Water Services Park March 10		4,534.47
Total for Check Number 1836:				5,306.39
1837	GOL1321	GOLDEN STATE WATER COMPANY	04/04/2022	
		Jan12-Mar 10 Water Services Building March 11		415.74
Total for Check Number 1837:				415.74
1838	ICM1540	ICMA RETIREMENT TRUST 302393	04/04/2022	
		PPE 3/26/22-ICMA #302393		4,620.00
Total for Check Number 1838:				4,620.00
1839	INT1569	INTERNAL REVENUE SERVICE	04/04/2022	
		(ME) Medicare-City Share		2,286.56
		(ME) Medicare-Employee Share		2,286.56
		(FD) Federal Tax Withholding		16,122.44
Total for Check Number 1839:				20,695.56
1840	EDD1067	EDD	04/04/2022	
		State Tax Withholding		5,776.90
		State Unemployment		236.81
Total for Check Number 1840:				6,013.71
1841	REC16138	RECTRAC REFUNDS	04/05/2022	
		Refund deposit #25031 Norielyn Macayan Mutlt		300.00
		Refund deposit #25031 Norielyn Macayan Mutlt		85.00
		Refund deposit #25031 Norielyn Macayan Mutlt		200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 1841:				585.00
1842	GOL1321	GOLDEN STATE WATER COMPANY	04/05/2022	
		Feb 9-Mar 11 Water Services Park Mar 14		2,787.34
		Feb 9-Mar 11 Water Services Median Mar 14		1,833.45
		Feb 9-Mar 11 Water Services Building Mar 14		399.67
Total for Check Number 1842:				5,020.46
1843	CAS680	CA ST PERS 103	04/05/2022	
		PERS-Employee New T3 PPE 3/26/2022		5,309.41
		PERS-Survivor Classic T2 PPE 3/26/2022		6.51
		PERS-City's Share T1 PPE 3/26/2022		2,989.37
		PERS-City's Share New T3 PPE 3/26/2022		5,970.16
		PERS-City's Share-Classic T2 PPE 3/26/2022		3,329.36
		PERS-Employee Classic T2 PPE 3/26/2022		2,694.27
		PERS-Survivor (Employee) T1 PPE 3/26/2022		9.30
		PERS-Employee's Share T1 PPE 3/26/2022		1,923.31
		PERS-Survivor New T3 PPE 3/26/2022		27.90
Total for Check Number 1843:				22,259.59
134972	UNI11850	UNITED STATES POSTAL SERVICE	03/30/2022	
		Stanton Express Brochure-Summer 2022		121.94
		Stanton Express Brochure-Summer 2022		3,051.54
Total for Check Number 134972:				3,173.48
134973	WEI16219	BRENDA WEINER	03/30/2022	
		Temporary Rental Assistance-Robyn Motland (R		2,350.00
Total for Check Number 134973:				2,350.00
134974	abs16273	ABSOLUTE SECURITY INTERNATIONAL	04/07/2022	
		Security for Hall Rentals on 2/6, 2/13, 2/16, 2/20		9.90
		Security for Hall Rentals on 1/9, 1/16, 1/23, 1/29		955.76
		Security for Hall Rentals on 2/6, 2/13, 2/16, 2/20		1,084.65
Total for Check Number 134974:				2,050.31
134975	ALL228	ALL CITY MANAGEMENT SVCS, INC.	04/07/2022	
		School Crossing Guard Services-3/6/22-3/19/22		2,096.70
		School Crossing Guard Services-2/20/22-3/5/22		1,952.10
Total for Check Number 134975:				4,048.80
134976	att377	AT&T	04/07/2022	
		DMV Access Line-Mar 335-253-0761		55.25
		Cerritos/Magnolia-Mar 714-826-1762		22.56
		Corporate Yard Mar		445.95
		Cerritos/intercon-Mar 335-253-1318		200.31
Total for Check Number 134976:				724.07
134977	C3O13388	C3 TECHNOLOGY SERVICES	04/07/2022	
		Front/CR Sharp Copiers/Toner/Maintenance 2/1:		545.58
Total for Check Number 134977:				545.58
134978	CAA556	CAAUTO & BRAKE INC	04/07/2022	
		Oil Change for pool car (Lic 158087)		84.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134978:				84.38
134979	CAR630	CARE AMBULANCE SERVICE INC Ambulance Service/Joe W Henson	04/07/2022	200.00
Total for Check Number 134979:				200.00
134980	CHA735	CHARLES ABBOTT ASSOCIATES, INC Inspection Services FEB-21/Bldg/Safety	04/07/2022	41,447.10
Total for Check Number 134980:				41,447.10
134981	CLA13716	CLASSICS FLOWERS & CONFECTION (8) Flowers for Woman's Distinction Awards 202	04/07/2022	172.40
Total for Check Number 134981:				172.40
134982	COS11879	COST RECOVERY SYSTEM, INC State Mandate Claims Svcs FY 21/22	04/07/2022	5,750.00
Total for Check Number 134982:				5,750.00
134983	CSU14679	CSU FULLERTON ASC Regional CBO-Focus Area #1-Jan-Feb 2022	04/07/2022	1,429.77
Total for Check Number 134983:				1,429.77
134984	DSY14997	DSYL Graphic Design Services Summer 2022 Stanton Express-Design	04/07/2022	375.00 3,200.00
Total for Check Number 134984:				3,575.00
134985	ECO15351	ECONO TIRE, INC 4 new tires for CE truck 4 new tires for CE truck (Lic#157038) Oil change for Rav 4 (Lic #1470472)	04/07/2022	900.00 880.00 70.00
Total for Check Number 134985:				1,850.00
134986	FUE13027	FUEL PROS, INC Fuel station maintenance and AQMD testing Fix leak at fuel station	04/07/2022	462.50 549.61
Total for Check Number 134986:				1,012.11
134987	Gif12144	KEITH GIFFORD (5) Red Chalk marking crayons for parking conti	04/07/2022	10.71
Total for Check Number 134987:				10.71
134988	HDL13965	HDL SOFTWARE, LLC Payment Services/December 2021 Payment Services/January 2022	04/07/2022	1,231.56 835.77
Total for Check Number 134988:				2,067.33
134989	INT16247	INTERNAL REVENUE SERVICE Wage Garnishment PPE 3/26/2022	04/07/2022	161.00
Total for Check Number 134989:				161.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
134990	MIN15024	MINUTEMAN PRESS FY21/22 (50) Fourth of July Yard Signs 24x24 S FY21/22 (200) Fourth of July Doorhangers	04/07/2022	659.87 56.81
Total for Check Number 134990:				716.68
134991	MOR16288	BRIANNA MORENO Refund Deposit #25490/25492 Brianna Moreno	04/07/2022	100.00
Total for Check Number 134991:				100.00
134992	OCS2185	O C SANITATION DISTRICT OC San Dist-February Connection Fees	04/07/2022	18,044.68
Total for Check Number 134992:				18,044.68
134993	SCS13184	S.C. SIGNS & SUPPLIES LLC Paint and supplies for striping Paint and supplies for striping	04/07/2022	176.71 474.10
Total for Check Number 134993:				650.81
134994	SOC2734	SO CAL EDISON Electric Service-Building Mar Electric Service-Medians Mar Electric Svc/Tina Pacific 2/4/22-3/7/22 Electric Service-Light Mar Electric Service-Parks Feb	04/07/2022	7,987.87 61.34 358.77 44.10 699.75
Total for Check Number 134994:				9,151.83
134995	BCN14064	SOLEX - FUSION FEB-22/LAN Lines for City Hall/FRC/Corp Yar	04/07/2022	1,296.80
Total for Check Number 134995:				1,296.80
134996	SOU11880	SOUTH COAST A.Q.M.D Permit Fee-ICE (50-500 HP) Em Elec Gen-Dies Emissions Fees for FY21-22 for Sheriff Station.	04/07/2022	440.15 142.59
Total for Check Number 134996:				582.74
134997	SPA15432	SPARKLETTES MAR-22/Breakroom Water Delivery	04/07/2022	179.17
Total for Check Number 134997:				179.17
134998	SPE15087	SPECTRUM SPECIALTIES & AWARDS (4) Shoes/(5) Waterproof Jackets/(5) Sweaters	04/07/2022	1,633.49
Total for Check Number 134998:				1,633.49
134999	STA12282	STANLEY CONVERGENT SECURITY S Maintenance/monitoring fire system-City Yard Price increase due supply chain-City Hall Price increase due supply chain-City Hall Maintenance/monitoring Fire System & Security Price increase due supply chain-City Hall System for Civic Center-City Hall-Apr-Jun 22	04/07/2022	596.49 8.40 22.86 1,186.93 44.12 446.31
Total for Check Number 134999:				2,305.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135000	TAI14271	TAIT & ASSOCIATES INC FY 2021/22 Slurry and Reconstruction Design P	04/07/2022	2,320.58
Total for Check Number 135000:				2,320.58
135001	tra16287	KHANH TRAN Refund deposit #25412 Khanh Tran Multi Purpo	04/07/2022	300.00
Total for Check Number 135001:				300.00
135002	Tus12207	CITY OF TUSTIN 2022 OC-HRC Membership Renewal	04/07/2022	250.00
Total for Check Number 135002:				250.00
135003	UNI2994	UNITED STATES POSTAL SERVICE Prepaid Postage Replenishment/Meter#0804632	04/07/2022	4,000.00
Total for Check Number 135003:				4,000.00
135004	VAN13002	VAN RY MAINTENANCE Floor service SCSC Center-March 2022 Floor service Civic Center-2x March 2022	04/07/2022	125.00 450.00
Total for Check Number 135004:				575.00
135005	VEN13764	VENCO WESTERN INC Norm Ross baseball field-Mar Median landscape maintenance-Mar Park landscape maintenance-Mar Stanton Central Park-Mar Building landscape maintenance-Mar Street landscape maintenance-Mar	04/07/2022	900.00 7,939.00 4,685.00 4,592.00 1,298.00 1,490.00
Total for Check Number 135005:				20,904.00
135006	VER3059	VERIZON WIRELESS Mobile/Data Plans/Hotspots 02/17/22-03/16/22 Mobile/Data Plans/Hotspots 02/17/22-03/16/22	04/07/2022	783.39 965.53
Total for Check Number 135006:				1,748.92
135007	VIS3077	VISTA PAINT CORP Paint Supplies-Graffiti Paint Supplies-Graffiti	04/07/2022	81.86 25.15
Total for Check Number 135007:				107.01
135008	WIL12778	WILLDAN FINANCIAL SERVICES User Fee Study-Feb 2022	04/07/2022	6,178.00
Total for Check Number 135008:				6,178.00
135009	YOO16285	HAN SOL YOO Tuition Reimbursement/Han Sol Yoo	04/07/2022	175.00
Total for Check Number 135009:				175.00
Report Total (58 checks):				292,506.43

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING MARCH 22, 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, Mayor Pro Tem/Vice Chairman Ramirez, and Mayor/Chairman Shawver.

Absent: None.

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 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.

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6. ROLL CALL

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

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Mr. Alexander A. Ethans.

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

A. Special presentation of awards to honor and recognize Stanton's Women of Distinction 2022.

Introduction of Stanton's Women of Distinction Committee Members:

- Council Member Hong Alyce Van
- Ms. Jenny Shawver
- Ms. Jhovana Ramirez
- Ms. Mavis Ethans
- Ms. Pamela Schoonover.

The Committee Members introduced, recognized, and honored the City of Stanton's Women of Distinction 2022:

- Ms. Yvonne Alexander, Community and Civic Affairs Category
- Ms. Trinh Pham, Business Category
- Ms. Catherine Cueva, Government Category
- Ms. Aracely Villaruel, Arts Category
- Ms. Claudia Lusca, Health Category
- Ms. Kimbinh Nguyen, Volunteer Category
- Ms. Tina Fietsam, Humanitarian Category
- Ms. Monique Flores, Education Category

DRAFT

- B.** Presentation by Mr. Eric O'Donnell, Senior Associate and Mr. Ben Goldeen, Federal Advocacy Manager, Townsend Public Affairs, providing the City Council with an update on State and Federal Legislation.
- C.** Presentation of Certificate of Recognition honoring Orange County Fire Authority, Fire Division Chief Mike Petro for his dedicated service to the City of Stanton and best wishes on his retirement.

9. CONSENT CALENDAR

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	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated February 25, 2022 – March 10, 2022 in the amount of \$386,493.36.

9C. APPROVAL OF MINUTES

1. The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – February 22, 2022; and
2. The City Council/Successor Agency/Housing Authority approved Minutes of Special and Joint Regular Meeting – March 8, 2022.

DRAFT

9D. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION TRACT MAP NO. 19003

The subdivision tract map for the development of six (6) detached condominium units for the property located at 7320 Katella Avenue has been submitted by the developer for final certification and recordation.

1. The City Council declared this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopted Resolution No. 2022-15 approving final Tract Map No. 19003, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 19003 FOR THE PROPERTY LOCATED AT 7320 KATELLA AVENUE”; and

3. Finds that the recordation of Tract Map No. 19003 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; 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.

DRAFT

9E. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION TRACT MAP NO. 19145

The subdivision tract map for the development known as Katella Assemblage (Lighthouse II) by KB Homes, which consists of 36 detached condominium units for the property located at 7401, 7421, 7455 Katella Avenue and 10921, 10941 Western Avenue has been submitted by the developer for final certification and recordation.

1. The City Council declared this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopted Resolution No. 2022-14 approving final Tract Map No. 19145, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 19145 FOR THE PROPERTY LOCATED AT 7401, 7421, 7455 KATELLA AVENUE AND 10921, 10941 WESTERN AVENUE”; and

3. Finds that the recordation of Tract Map No. 19145 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; 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.

END OF CONSENT CALENDAR

DRAFT

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1120

This Ordinance was introduced at the regular City Council meeting of February 22, 2022.

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

Motion/Second: Warren/Van

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1120, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA REGARDING BY-DISTRICT ELECTIONS, ADJUSTING THE BOUNDARIES OF CITY COUNCIL ELECTION DISTRICTS AND CONFIRMING SUCH REVISED COUNCIL DISTRICT BOUNDARIES, AS REFLECTED IN THE ATTACHED MAP”; and

2. The City Council adopted Ordinance No. 1120.

DRAFT

12. NEW BUSINESS

12A. FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

For consideration is the First Amendment to Employment Agreement between the City and Jarad L. Hildenbrand for the position of City Manager.

Staff report by Ms. HongDao Nguyen, City Attorney.

Motion/Second: Taylor/Warren

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

Motion unanimously carried:

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) - continuing administrative or maintenance activities, such as purchase of supplies, personnel-related actions, general policy and procedures making, and
2. Authorized the Mayor to approve and execute the First Amendment to Employment Agreement with Jarad L. Hildenbrand; and
3. Adopted Resolution No. 2022-16 amending the Employee Benefits and Salary Rates, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REGARDING EMPLOYEE BENEFITS AND SALARY RATES FOR ALL CLASSES OF EMPLOYMENT".

13. ORAL COMMUNICATIONS – PUBLIC

- Mr. Michael Pierce, resident, spoke regarding his concerns with the immense odor, noise levels, and light pollution emitting from the CR&R facility near his neighborhood.
- Mr. Jose L. Guerrero, resident, spoke regarding his concerns with the immense odor and noise levels emitting from the CR&R facility near his neighborhood.

DRAFT

14. WRITTEN COMMUNICATIONS None.

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

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

- Mayor Pro Tem Ramirez reported on the City's reignited business visitation program and requested that staff include CR&R in April's scheduled business visitations.
- Mayor Shawver reported on the upcoming "*Protest the Russian War Support the People of Ukraine*" event, which is scheduled to be held on April 2, 2022.

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

None.

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

Currently Scheduled.

- Update and discussion regarding steps taken to address homelessness within the City of Stanton and the resources being offered by the City.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

Captain Cruz Alday provided the City Council with an update on their current operations.

DRAFT

18. **ADJOURNMENT** in honor and recognition of Division Chief Mike Petro, Orange County Fire Authority
Motion/Second: Shawver/
Motion carried at 7:27 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE CITY OF STANTON JOINT SPECIAL MEETING MARCH 29, 2022

1. CALL TO ORDER

The meeting was called to order at 6:31 p.m. by Mayor Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor David J. Shawver.

3. ROLL CALL

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

Absent: None.

Excused: None.

SPECIAL ORDERS OF THE DAY

4. NEW BUSINESS

4A. APPROVAL OF VARIOUS AGREEMENTS AND AMENDMENTS RELATED TO TRANSFER OF HOMEKEY 1.0 PROJECTS (STANTON INN AND SUITES AND TAHITI MOTEL) FROM PROJECT LLCs TO PROJECT LP; AND FINDING AND DECLARING SUCH APPROVALS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE SECTION 21000 ET SEQ.)

Requested is the City Council's approval of the following agreements and amendments (together, the "Agreements"):

- First Amendment to Grant Agreement for each of the Homekey 1.0 affordable housing projects at (i) the Tahiti Motel (11850 Beach Boulevard, Stanton, CA 90680) (the "Tahiti Motel," and the project, the "Tahiti Motel Project") and (ii) at the Stanton Inn and Suites a/k/a Stanton Apartment Homes (7161 Katella Avenue, Stanton, CA 90680) (the "Stanton Inn," and the project, the "Stanton Inn Project" and together with the Tahiti Motel Project, the "Projects");
- Amended and Restated Regulatory Agreement for each of the Projects;
- Subordination Agreement with Banner Bank for each of the Projects;
- Ground Lease for certain vacant land adjacent to the Tahiti Motel, as part of the Tahiti Project.

DRAFT

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

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

Motion to approve Resolution No. 2022-17 which would include all exhibits with amendment to Exhibit D to change the term to 65 years plus an optional 10-year extension.

Motion/Second: Shawver/Taylor

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

Amended motion unanimously carried:

1. The City Council declared that approval of the Agreements are exempt from the California Environmental Quality Act ("CEQA"), because the Projects are both: (1) categorically exempt, because they involve conversion of the existing hotels into interim and permanent supportive housing and will involve negligible or no expansion of use (see 14 C.C.R. § 15301) and none of the exceptions to the categorical exemptions apply (see 14 C.C.R. § 15300.2) – i.e., the locations of the Projects are not in particularly sensitive environments; the cumulative impact of these Projects on the environment is not significant; there are no unusual circumstances that would result in a reasonable possibility that approval of the Agreements will result in a significant effect on the environment; the Projects will not result in damage to scenic resources; the Projects are not located on hazardous waste sites; and the Projects will not cause a substantial adverse change in the significance of any historical resource; and (2) statutorily exempt under California Public Resources Code § 21080.50. The categorical and statutory exemptions each independently exempt the whole of the action; therefore, no further environmental review is required under CEQA; and
2. Approved Resolution No. 2022-17 which includes all exhibits with amendment to Exhibit D to change the term to 65 years plus an optional 10-year extension, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING VARIOUS AGREEMENTS AND AMENDMENTS RELATED TO TRANSFER OF HOMEKEY 1.0 PROJECTS (STANTON INN AND SUITES AND TAHITI MOTEL) FROM PROJECT LLCs TO PROJECT LP; AND FINDING AND DECLARING SUCH APPROVALS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE SECTION 21000 ET SEQ.)”;
and

DRAFT

3. Approved the Agreements, and authorized the City Manager, in his capacity as Director of the Housing Authority, to execute the Agreements substantially in the same form as attached hereto as Exhibits A-1, A-2, B-1, B-2, C-1, C-2, and D (*with amendment to Exhibit D to change the term to 65 years plus an optional 10 year extension*).

8. **ADJOURNMENT** Motion/Second: Warren/Ramirez
Motion carried at 7:03 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
SPECIAL & JOINT REGULAR MEETING APRIL 12, 2022

SPECIAL CITY COUNCIL MEETING – STUDY SESSION
(4:00 PM)

CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING – CLOSED SESSION
(5:00 PM)

JOINT REGULAR CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING
(6:30 PM)

1. CALL TO ORDER STANTON CITY COUNCIL SPECIAL - STUDY SESSION (4:00 PM)

The Special Joint City Council Meeting – Study Session was called to order at 4:00 p.m. by Mayor Shawver.

2. ROLL CALL

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

Absent: None.

Excused: None.

SPECIAL ORDERS OF THE DAY

3. STUDY SESSION - NEW BUSINESS

3A. HOMELESSNESS WITHIN THE CITY OF STANTON AND THE RESOURCES BEING OFFERED BY THE CITY

Update and discussion regarding steps taken to address homelessness within the City of Stanton and the resources being offered by the City.

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

Presentation by Ms. Soo Kang, Assistant to the City Manager.

The City Council questioned staff regarding outreach, engagement, enforcement, services offered, services declined, point in time count data, identified areas of concern, trespassing, coordinating efforts with neighboring cities, and joint enforcement efforts.

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Written Communication:

- Ms. Meridith Gill, Senior HOA Manager, Diversified Association Management, spoke regarding their communities experiencing an increase in crime (*home break ins, trespassing, theft, vehicles gas theft, lighting fixtures being shot out, homeless utilizing the grass areas as restrooms, fires, and graffiti*). Ms. Gill further stated that these incidents have been reported to the Orange County Sheriff's Department (OCSD) and would like to know what the City's plan is to eradicate and/or assist in minimizing these crimes and inquired about what the City's contract with the OCSD consist of.

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 report.

The Special Joint City Council Meeting – Study Session was adjourned at 5:00 p.m. by Mayor/Chairman Shawver.

The Special Joint City Council Meeting – Closed Session was called to order at 5:02 p.m. by Mayor/Chairman Shawver.

4. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

Ms. HongDao Nguyen, City Attorney reported that the City Council had a late breaking item that needed to be added to the agenda, recommending request to add conference with labor negotiators pursuant to Government Code Section 54957.6 with the City's designated representative the Mayor and the unrepresentative employee the City Manager as a closed session item.

Motion/Second: Shawver/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	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

DRAFT

The following item was added as a closed session item:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code Section 54957.6)

Title: City Manager

5. CLOSED SESSION

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 5:04 p.m. for discussion regarding:

5A. 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.

5B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code Section 54957.6)

Title: Chief of Police

5C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code Section 54957.6)

Title: City Manager

6. ADJOURNMENT OF STANTON SPECIAL JOINT CITY COUNCIL - CLOSED SESSION

The Special Joint City Council Meeting – Closed Session was adjourned at 6:00 p.m. by Mayor/Chairman Shawver.

7. CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING (6:00 PM)

The regular Joint City Council Meeting was called to order at 6:00 p.m. by Mayor/Chairman Shawver.

8. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

DRAFT

9. CLOSED SESSION

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

9A. 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.

9B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code Section 54957.6)

Title: Chief of Police

9C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code Section 54957.6)

Title: City Manager

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

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

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 5:04 to 6:30 p.m.

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

11. ROLL CALL

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

Absent: None.

Excused: None.

DRAFT

12. PLEDGE OF ALLEGIANCE

Led by Ms. Patricia A. Vazquez, City Clerk.

13. SPECIAL PRESENTATIONS AND AWARDS

Mayor Shawver proclaimed the month of April 2022 to be DMV / Donate Life Month in the City of Stanton and presented a proclamation to One Legacy Ambassador Lynda Trachtman.

- Ms. Trachtman expressed her gratitude to the City Council and the City of Stanton, shared her legacy story, and reported on Donate Life's upcoming Donate Life Run/Walk event.

14. CONSENT CALENDAR

Motion/Second: Taylor/Ramirez

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	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

CONSENT CALENDAR

14A. 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.

14B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated March 11, 2022 – March 24, 2022, in the amount of \$1,437,392.40.

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14C. FEBRUARY 2022 INVESTMENT REPORT

The Investment Report as of February 28, 2022, 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 February 2022.

14D. FEBRUARY 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of February 28, 2022, 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 February 2022.

14E. FEBRUARY 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended February 28, 2022, 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 February 28, 2022.

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 February 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended February 28, 2022.

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14F. FISCAL YEAR 2020-21 SINGLE AUDIT REPORT

On March 8, 2022, the City Council received a number of reports issued by the City's auditors for the Fiscal Year 2020-21 audit. There was one report that was outstanding. The final audit report for the Fiscal Year 2020-21 audit has been issued and is included as Attachment A.

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 Annual Comprehensive Financial Report (ACFR), and related audit reports.

14G. RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 AND TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR ANNUAL ADMINISTRATION SERVICES FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1, PROTECTIVE SERVICES TAX ROLL, AND SEWER USER FEE

As part of the annual update to the Lighting and Landscape District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the Fiscal Year 2022-23 update.

In addition, staff is seeking City Council approval of a professional services agreement with Harris & Associates to perform the annual administration services for Stanton Lighting and Landscaping District No. 1, which includes the preparation of the Engineer's Report. In addition, the agreement includes the annual administration for the protective services tax roll and sewer user fee. The scope of work is for the next two fiscal years (Fiscal Years 2022/23 and 2023/24). Staff intends to issue a request for proposals (RFP) for a new five-year cycle of tax administration and sewer user fee services once the City's Sewer Master Plan update project is complete. (A new sewer user fee study will need to be performed after this project is completed.)

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Adopted Resolution No. 2022-18 initiating proceedings and ordering the Engineer's report for the Fiscal Year 2022-23 update, entitled:

DRAFT

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH”; and

3. Waived competitive bidding process required by the City’s purchasing policy; and
4. Authorized the City Manager to execute a Professional Services Agreement with Harris & Associates for the annual administration of Stanton Lighting and Landscaping District No. 1, protective services tax roll, and sewer user fee for Fiscal Years 2022-23 and 2023-24.

14H. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 11752 BEACH BOULEVARD

The development of the property at 11752 Beach Boulevard will include landscaping in a future parkway area along Beach Boulevard. The California Department of Transportation (Caltrans) owns the right of way where the landscaping will be placed and the parkway area will be created. They are requiring the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner (“Caltrans Landscape Maintenance Agreement”).

1. The City Council declared that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approved the Caltrans Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to maintain the landscape improvements in the public right-of-way on Beach Boulevard; and
3. Authorized the Mayor and the City Manager to bind the City of Stanton and Caltrans in said agreement; and
4. Authorized the City Manager to bind the City of Stanton and the developer in a companion City Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to transfer landscape maintenance responsibility from the City to the adjoining property owner.

DRAFT

14I. 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.

END OF CONSENT CALENDAR

15. PUBLIC HEARINGS None.

16. UNFINISHED BUSINESS None.

17. NEW BUSINESS

17A. APPROVAL TO LEASE AN ADDITIONAL 2 AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS FROM FLOCK SAFETY

On March 8, 2022, as part of the mid-year budget adjustment, the City Council appropriated budget for the leasing of an additional 2 automatic license plate reading cameras from Flock Safety. These cameras are intended for installation on Village Center Drive where none exist today.

Staff report by Mr. Joe Ames, Public Works Director/City Engineer.

DRAFT

Motion/Second: Shawver/Ramirez

Motion carried by the following vote:

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

1. The City Council declared this action is not a project per CEQA; and
2. Authorized the City Manager to amend the contract with Flock Safety to lease an additional 2 automatic license plate reading cameras.

17B. APPROVAL TO SHARE FLOCK CAMERA INFORMATION WITH OTHER LAW ENFORCEMENT AGENCIES

The Orange County Sheriff's Department has received requests from other law enforcement agencies to share access to the Flock license plate reading camera system to aid in their investigations. Upon review by County Counsel and the City Attorney, an agreement needs to be executed between the City and each law enforcement agency that requests access. The template agreement is attached for review and approval by City Council.

Staff report by Mr. Joe Ames, Public Works Director/City Engineer.

Motion/Second: Taylor/Ramirez

Motion carried by the following vote:

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

1. The City Council declared this action is not a project per CEQA; and
2. Approved the template Inter-Agency Flock Information Sharing Agreement, and authorized the City Attorney to make any further edits necessary; and
3. Authorized the City Manager, subject to his final review, to execute the Inter-Agency Flock Information Sharing Agreement with any law enforcement agency that requests access to the Flock license plate reading camera system.

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18. ORAL COMMUNICATIONS – PUBLIC

- Ms. Ester Mendoza, resident, spoke on behalf of Ms. Emily Hibard candidate for California State Assembly in support of AB 1653, AB 1659, and AB 1984.
- Ms. Ester Mendoza, resident, expressed her concerns with the homeless encampments, drug use, and graffiti near and under the Beach Boulevard and Garden Grove Boulevard 22 freeway underpass.

19. WRITTEN COMMUNICATIONS None.

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

20A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

- Mayor Shawver reported on an upcoming free drive thru food and diaper distribution event, which is scheduled to be held on April 16, 2022, from 10:00 am – 1:00 pm at Stanton Park.

20B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING

None.

20C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

None.

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

None.

22. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Mr. Jarad L. Hildenbrand, City Manager reported on the upcoming Magnolia Crossing Project community meeting, which is scheduled to be held on April 19, 2022, at 5:30 pm at 8001 Pacific Avenue, Anaheim, 92804.
- Ms. Zenia Bobadilla, Community Services Director reported on the City's Annual Easter Egg Hunt event, which is scheduled to be held on April 16, 2022, from 9:00–11:00 am at Stanton Central Park.

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22A. ORANGE COUNTY FIRE AUTHORITY

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

Fire Division Chief Steve Dohman introduced himself to the City Council and provided the City Council with an update on their current operations.

23. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 7:00 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE CITY OF STANTON JOINT SPECIAL MEETING APRIL 19, 2022

1. CALL TO ORDER

The meeting was called to order at 3:32 p.m. by Mayor Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor David J. Shawver.

3. ROLL CALL

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

Absent: Council/Agency/Authority Member Van and Council/Agency/Authority Member Warren.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS

- Ms. Commenter, inquired about the status of the current city manager and the reasoning behind the discussion of an interim city manager.

Council/Agency/Authority Member Van and Council/Agency/Authority Member Warren arrived at 3:34 p.m.

6. CLOSED SESSION

The members of the City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 3:34 p.m. for discussion regarding:

6A. PUBLIC EMPLOYEE APPOINTMENT (Pursuant to Government Code Section 54957)

Title: Interim City Manager

DRAFT

**6B. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code Section 54957.6)**

Agency Designated Representative: Mayor

Unrepresented Employee: Interim City Manager

7. CALL TO ORDER / SPECIAL JOINT CITY COUNCIL MEETING

The meeting was called to order at 4:30 p.m. by Mayor/Chairman Shawver.

The City Council/Successor Agency/Housing Authority reconvened in open session at 4:30 p.m.

The City Attorney/Agency Counsel Ms. HongDao Nguyen reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 3:34 to 4:30 p.m.

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

8. ADJOURNMENT Motion/Second: Shawver/
Motion carried at 4:30 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE
CITY OF STANTON
SPECIAL JOINT MEETING APRIL 19, 2022
(Meeting Location: 8001 Pacific Avenue, Anaheim, CA 92804 at 5:30 p.m.)

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 5:36 p.m. by Mayor Shawver.

3. ~~**PLEDGE OF ALLEGIANCE**~~

4. **ROLL CALL**

Present: Council Member Taylor, Council Member Van, Council Member Warren,
Mayor Pro Tem Ramirez, and Mayor Shawver.

Absent: None.

Excused: None.

SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

5A. **COMMUNITY MEETING AT MAGNOLIA CROSSING**

Informational community meeting regarding the proposed Magnolia Crossing Project.

Presentations and discussions by the City Council, staff, and residents regarding the City,
City projects and programs, and addressing resident comments.

6. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 6:42 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 26, 2022

SUBJECT: AMENDMENT TO AGREEMENT FOR FAMILY RESOURCE CENTER SERVICES WITH BOYS & GIRLS CLUB OF GARDEN GROVE

REPORT IN BRIEF:

The attached First Amendment to the Agreement for Family Resource Center Services would increase the current part-time counselor position at the Family Resource Center (FRC) to a full-time position, to be funded through the City's American Rescue Plan Act (ARPA) funds.

RECOMMENDED ACTION:

1. City Council declare 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. Approve the First Amendment to the Agreement for Family Resource Center Services with the Boys & Girls Club of Garden Grove; and
3. Authorize the City Manager to bind the City of Stanton and the Boys & Girls Club of Garden Grove in an amended agreement to provide counseling services.

BACKGROUND:

Since July 1, 2020, the Boys & Girls Club of Garden Grove has provided counseling, parenting education, and case management consultant services to the City. The goals of the counseling services are to:

- Increase participants' coping skills;
- Stabilize immediate crises;
- Increase access to social support systems;
- Facilitate linkages to appropriate and needed treatment programs (e.g., domestic violence, substance abuse, mental health, etc.);
- Reduce risk of violence, abuse, and/or neglect in the home; and
- Improve individual and family functioning.

The counseling services are provided through a part-time counselor, who is responsible for providing therapy, including assessment, treatment planning, documentation; communicating applicable case-related information to Social Services Agency staff as requested; completing Families and Communities Together (FaCT)-designated measurement tools; entering all required data into the FaCT database.

In addition, the Boys & Girls Club of Garden Grove provides clinical supervision for the counselor through a Licensed Clinical Social Worker (LCSW). This LCSW has access to Masters Level Social Workers interning through the University of Southern California and seeking hands-on hours of field education. The bilingual part-time counselor is stationed at the Family Resource Center (FRC) and provides crisis counseling, individual counseling, family counseling, and group counseling services to the Stanton community, including low-income, high-risk participants who are not Medi-Cal eligible.

ANALYSIS/JUSTIFICATION:

As a result of the COVID-19 pandemic, the Stanton community has experienced negative mental health impacts, which have significantly increased the need for mental health services. According to the City's Community Needs Assessment, "general mental health challenges" was the most commonly reported setback caused by the pandemic; 23.5% of surveyed participants reported that they or their family experienced "general mental health challenges" during the pandemic. To address the increase in requests for counseling, City Staff recommends expanding the counseling services offered through at the Family Resource Center, including expanding the part-time counselor's hours to full-time and the corresponding increase in clinical supervision.

On January 27, 2022, the U.S. Treasury Department published a Final Rule to implement the American Rescue Plan Act (ARPA) Coronavirus State & Local Fiscal Recovery Fund (SLFRF) program. One of the major eligible use categories for the funds is responding to the public health emergency or its negative economic impacts. The Final Rule explicitly includes as part of that category "behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, supports for long-term recovery, and behavioral health facilities and equipment." Additionally, the role now needs to be a full-time position, due to the high-demand as a result of the pandemic and the community's increased needs.

FISCAL IMPACT:

The cost to the City for services provided pursuant to this Amendment shall **not exceed seventy-one thousand, forty dollars (\$71,040)**. The increase includes a five dollar increase to the counselor's maximum hourly rate, benefits equal to about seven percent (7%) of the counselor's earnings, and clinical supervision for two interns. The cost can be completely funded by the City's \$9.1 million ARPA allocation.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

The City Attorney's Office has reviewed the attached Amendment.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

5. Provide a high quality of life.

PUBLIC NOTIFICATION:

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

Prepared By:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Approved as to Form By:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Reviewed By:

/s/ Zenia Bobadilla

Zenia Bobadilla
Community Services Director

Approved By:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment(s):

- A. Professional Services Agreement (with the Boys & Girls Club of Garden Grove) for the Provision of Family Resource Center Services
- B. First Amendment to the Agreement for Family Resource Center Services

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR**

Stanton FRC FY20-23 Agreement #FMK1120 for the Provision of Family Resource Center
Services

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July, 2020__, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and **Boys and Girls Club of Garden Grove**, a **California Non-Profit Corporation** with its principal place of business at **10540 Chapman Avenue, Garden Grove, CA 92840** ("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 **Counseling, Parenting Education and Case Management** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Counseling, Parenting Education and Case Management** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Stanton FRC FY20-23 Agreement #FMK1120 for the Provision of Family Resource Center Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **July 1, 2020** to **June 30, 2021** unless earlier terminated as provided herein. The City Manager shall have the unilateral

option, at its sole discretion, to renew this Agreement annually for no more than **two** additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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 **Zenia Bobadilla, Community Services 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 **Christina Sepulveda, Vice President of Community Impact Programs**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend,

indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

- (c) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual

liability or coverage for cross liability of claims or suits by one insured against another.

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) 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.

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

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

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

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

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

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day

written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

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

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

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

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

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FIFTY THOUSAND DOLLARS (\$50,000)** per fiscal year ("Total

Compensation”) without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

**Boys & Girls Clubs of Garden Grove
10540 Chapman Avenue
Garden Grove, CA 92840
Attn: Christina Sepulveda, Vice President of Community
Impact Programs**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Zenia Bobadilla, Community Services 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 attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

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

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

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

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

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

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

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

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub consultants 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 _____, 201__.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: 

City Manager

By: 
Name: _____
Title: CEO

By: Mark Serrano
Name: 
Title: CEO

[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

I. COUNSELING SERVICES

CONTRACOR shall provide services with the objectives as follows:

- Increase participant's coping skills;
- Stabilize immediate crisis;
- Increase access to social support systems;
- Facilitate linkages to appropriate and needed treatment programs (e.g., domestic violence, substance abuse, mental health, etc.);
- Reduce risk of violence, abuse, and/or neglect in the home; and
- Improve individual and family functioning.

Counseling Services shall be held at the FRC, schools, or other mutually agreed upon community locations, in an appropriate, private, and confidential space and be provided to low income, high risk participants who are not Medi-Cal eligible and who may be experiencing an immediate crisis that is disrupting their level of functioning.

Service Requirements per Modality:

Crisis Counseling Services: The duration of Crisis Counseling Services shall consist of a minimum of one (1) session and a maximum of three (3) sessions for each participant. Crisis Counseling Services shall provide a brief term therapeutic approach to include, but not be limited to, assessing the immediate crisis/trauma, helping the participant identify and develop coping strategies, identifying the factors that led to the crisis state, and restoring the participant to their previous level of functioning. CONTRACTOR shall complete a clinical assessment around level of crisis stabilization at the end of service and a transfer to additional counseling modalities may be offered as deemed necessary and clinically indicated.

Individual Counseling Services: CONTRACTOR shall provide Individual Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20) sessions, for each participant. Individual Counseling sessions shall be offered to participants on a weekly basis. Participants shall receive counseling services to strengthen their ability to improve individual functioning, explore healthy personal goal(s), and strengthen social-emotional growth. Individual Counseling Service topics shall include, but are not limited to: reducing risk of violence, exploring the cycle of abuse, self-control, parenting issues, victimization, depression, anxiety, social and communication skills, and self-care to cope with stress. Services shall include prevention and intervention, a psychosocial assessment and evaluation of the participant, and development of treatment goal(s) focused on needs and strengths of the participant.

Family Counseling Services: CONTRACTOR shall provide Family Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20) sessions, for each family. Family Counseling sessions may be weekly or daily, based on participants' needs. Family Counseling Services shall include, but not be limited to: assessing participant's needs; providing emotional support; stabilizing immediate crisis; developing goals for participants; addressing parenting issues, cycle of abuse, and victimization; enhancing family dynamics; and making appropriate linkages to all needed treatment programs and social support systems.

Group Counseling Services: The duration of Group Counseling Services shall consist of a minimum of four (4) group counseling series at a minimum of ninety (90) minutes each, with a six (6) week session minimum per series. Participants may join at any point in time and will be considered as having successfully completed group counseling after having attended six (6) sessions. CONTRCTOR shall provide group counseling services in a variety of topics, as appropriate for the participants, including, but not limited to: Social skills, anger management, and stress reduction.

CONTRCTOR shall provide counseling services during FRC operating hours. CONTRCTOR may also schedule evening hours at the request of the participants.

CONTRCTOR shall provide qualified, bilingual Counselor staff. Counselor staff and/or designee, as approved by CITY, shall attend all Case Management meetings.

II. PARENTING EDUCATION

CONTRACTOR shall provide services with the objectives as follows:

- Provide social support;
- Enhance coping skills;
- Improve knowledge of child development; and
- Improve knowledge of appropriate and effective discipline.

CONTRACTOR shall provide an evidence-based parenting curriculum as listed on the California Evidence Based Clearinghouse website (CEBC4CW.org). Elements of an effective parenting education program shall improve parenting skills and family functioning by teaching parents/caregivers about child development (e.g., developmental expectations), behavior management (e.g., discipline techniques), and coping skills (e.g., communication and stress management). As applicable, parenting education emphasis shall be placed on the prevention of recurrence of maltreatment and/or shall address attachment, bonding, and traumatic loss issues.

CONTRACTOR shall provide Parenting Education services for a minimum of forty-five (45) unduplicated Participants annually.

CONTRACTOR shall ensure completion of required paperwork when providing parenting education to participants receiving child welfare services, including, but not limited to, verification of attendance, issuance of certificates of completion, and verbal and/or written reports to County social workers.

CONTRACTOR shall provide parenting education in English and Spanish.

CONTRACTOR shall provide parenting instructors that are trained and certified to provide the selected evidence-based curriculum.

III. CASE MANAGEMENT

CONTRCTOR shall provide services with the objectives as follows:

- Increase collaboration among Contractor Partner Agencies by meeting on a weekly basis to effectively coordinate participant services;
- Encourage family attendance and participation in determining their service needs;
- Increase and facilitate resource linkages;
- Improve individual and family functioning;
- Decrease duplication of participant services; and
- Foster the collaboration between the community, service providers, and FRCs to address the needs of children and families.

The CMT consists of an integrated multidisciplinary team, comprised of three (3) or more persons, trained and qualified to provide services. The CMT is responsible for identifying the educational, health, or social service needs of a child, and child's family, and for developing a plan to address these multiple needs as identified in Welfare and Institutions Code section 18986.40. Participants of the CMT shall include FaCT funded and non-FaCT funded representatives and subcontractors that would benefit the family.

CONTRACTOR and Partner Agencies shall jointly provide CMT services for a minimum of eighty (80) unduplicated Families annually. FRC CMT services include, but are not limited to: identifying the educational, health, or social service needs of a child and child's family; developing a plan to address these multiple needs; weekly reviews; team assessment; arranging and coordinating appropriate services; monitoring effectiveness of services; evaluating the outcome of services; and assigned clinician/intern, in conjunction with appropriate partners, will utilize clinical skills and knowledge of the community in order to access resources that are best suited to participant's needs. FRC CMT services shall include, but are not limited to, the following components:

Assessment: The CMT Clinical Supervisor, based on input from the CMT, shall complete an assessment of participants' strengths and needs and community resources available to participant.

Individual Treatment Plan: On the basis of the assessment, the CMT shall jointly develop an individualized treatment plan with the participant that identifies priorities; desired outcomes; strategies; and resources to be used in attaining the outcomes; follow up; and termination.

Reassessment: The CMT Clinical Supervisor and CMT shall jointly reassess the participant's status, with input from Partner Agencies, in a weekly clinical review of cases. CMT meetings shall provide weekly evaluations and assessment for participants.

Termination: The CMT Clinical Supervisor and CMT shall jointly terminate the case from the CMT when the desired outcomes have been attained, the participant is non-compliant, or the participant withdraws.

The CMT Clinical Supervisor shall facilitate CMT meetings. CMT meetings shall be held at the FRC or other mutually agreed upon location, in an appropriate, private, and confidential space.

CONTRACTOR shall complete the CMT Tracking and Outcomes Log as well as the required forms referenced in **Subparagraph 4.16 of AGREEMENT #FMK1120**.

CONTRACTOR shall provide qualified CMT Clinical Supervisor staff, as specified in Subparagraph 15.2 of **AGREEMENT #FMK1120**

EXHIBIT "B"

SCHEDULE OF SERVICES

I. COUNSELING SERVICES

CONTRACTOR shall utilize evidence-based practices to provide Crisis, Individual, Family, and Group Counseling Services for a minimum of two hundred seventy-five (275) sessions annually. A completed session of any modality shall be counted as one (1) session regardless of number of participants. A session shall be defined as a minimum of fifty (50) minutes in length.

II. PARENTING EDUCATION

CONTRACTOR shall provide a minimum of four (4) Parenting Education series annually. Frequency and length of each parenting series will be based on Common Sense Parenting , Active Parenting, evidence-based curriculum and approved by the CITY.

Parenting Education services shall be provided continuously during the term of this Agreement at dates and times convenient for participants. Services shall be offered at the Family Resource Center (FRC), schools, and other community locations as needed by the CITY. A minimum of one (1) class shall be offered at the FRC annually.

III. CASE MANAGEMENT

CONTRACTOR and Partner Agencies shall jointly provide CMT services continuously throughout the term of this Agreement. CMT meetings shall be scheduled a minimum of one (1) day per week for a minimum of one (1) hour in duration.

EXHIBIT "C"

COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit "B" in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of CITY, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

The annual budget for services provided pursuant to Exhibit A of this Agreement is set forth in the City's procurement of the Stanton FRC FY20-23 Agreement #FMK1120 for the Provision of Family Resource Center Services:

Position	FTE	Maximum Hourly Rate	Budget
CMT Clinical Supervisor	0.05	\$125.00	\$12,742.00
Counselor	0.50	\$24.00	\$23,892.00
Parenting Education			\$10,618.00
Indirect Costs			\$1,417.00
Total			\$48,669.00

CMT Clinical Supervisor

Duties: A licensed clinician shall facilitate case management team group process, ensure thorough assessment and linkages for families to resources, and ensure team and/or staff members follow up on all mandated reporting requirements. Responsibilities include, but are not limited to: verify and track attendance of required CMT members; ensure participant confidentiality/release forms are signed by participant and CMT members; review the laws of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and ensure compliance for each case presented; ensure all CMT cases conferenced are multiple needs cases (i.e., not just information and referral); facilitate weekly review of CMT cases, including a thorough assessment of needs, treatment plan, follow up plan, and termination; provide and coordinate ongoing cross-training to CMT on clinical training needs; ensure families are invited to the CMT meetings; maintain weekly case logs and registration forms for each case conferenced at CMT; complete standardized CMT assessment tools, ensuring COUNTY required CMT data is accurately entered into FaCT database; and actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.

Qualifications: A Licensed Clinical Social Worker, Marriage and Family Therapist, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting facilitation experience and proficiency in English is required.

Counselor

Duties: The counselor shall: provide therapy, including assessment, treatment planning, termination, and documentation; communicate applicable case related information to SSA staff, as requested; and complete FaCT designated measurement tools and enter all required data into the FaCT database.

Qualifications: Licensed clinician or an intern registered with the State of California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns must be receiving direct clinical supervision in accordance with BBS requirements. Proficiency in English is required. Based on community need, bilingual proficiency may be required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tutton Insurance Services, Inc. 2913 S Pullman Street License #0B89376 Santa Ana CA 92705	CONTACT NAME: Certificate Dept. PHONE (A/C, No, Ext): (949) 261-5335 FAX (A/C, No): (949) 261-1911 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Ins. Alliance of CA INSURER B: Cypress Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Boys & Girls Clubs of Garden Grove, Inc. 10540 Chapman Avenue Garden Grove CA 92840	NAIC # 10855

COVERAGES

CERTIFICATE NUMBER: 20/21 Liab/Auto/XS/WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Misconduct Incl. <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: DEDUCTIBLE-\$0			202003700	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Sexual Misconduct Aggregate \$ \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			202003700 Comp/Coll - \$500 Ded	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			202003700UMB	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	BOWC121965	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers/EPLI Deductible - \$10,000			202003700DO	7/1/2020	7/1/2021	Each Wrongful Act \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Stanton and its elected and appointed boards, officers, and employees are named as additional insured per CG2026 04/13 where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Stanton 7800 Katella Ave Stanton, CA 90680	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stanley Tutton/ALEX <i>Stanley W. Tutton</i>
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INSURANCE BINDER

DATE (MM/DD/YYYY)
7/2/2020

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY Tutton Insurance Services 2913 S Pullman St License #0B89376 Santa Ana CA 92705		COMPANY Great American Ins Co	BINDER # B207280777
PHONE (A/C, No, Ext): (949) 261-5335 FAX (A/C, No): (949) 261-1911		DATE EFFECTIVE TIME DATE EXPIRATION TIME	
CODE: 178247 SUB CODE:		7/1/2020 12:01	X AM 9/1/2020 X 12:01 AM NOON
AGENCY CUSTOMER ID: 00095883		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: BSRE42649701	
INSURED AND MAILING ADDRESS Boys & Girls Clubs of Garden Grove 10540 Chapman Avenue Garden Grove CA 92840		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	BSRE42649701 Accident Death & Dismemberment			
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Accident Death & Dismen	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$ 250,000
		PRODUCTS - COMP/OP AGG		\$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
				\$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		PER STATUTE		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #:	
	AUTHORIZED REPRESENTATIVE	
Stanley Tutton/RENLEA		

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

CITY OF STANTON
FIRST AMENDMENT TO
AGREEMENT FOR FAMILY RESOURCE CENTER SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for Family Resource Center Services (“First Amendment”) is entered into on the 26th day of April, 2022 by and between the City of Stanton (hereinafter referred to as the “City”) and **The Boys and Girls Club of Garden Grove** (hereinafter referred to as the **consultant**). City and **consultant** are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Family Resource Center Services (**Counseling, Parenting Education and Case Management**) dated April 26, 2022 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to increase the total compensation under the Agreement.

3. TERMS.

3.1 Compensation. The total compensation for the Services provided pursuant to this First Amendment shall not exceed **SEVENTY-ONE THOUSAND, FORTY DOLLARS (\$71,040)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit “A” attached to the Agreement and incorporated herein by reference. These rates

3.2 Declaration of Political Contributions. Prior to the City’s approval of this Amendment, Consultant shall submit to City a 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.

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on 26th day of April, 2022.

CITY OF STANTON

BOYS & GIRLS CLUB OF GARDEN GROVE

By: _____
Jarad L. Hildenbrand
City Manager

By: _____
Mark Surmanian, CEO

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

**EXHIBIT “A”
TO FIRST AMENDMENT TO
AGREEMENT FOR FAMILY RESOURCE CENTER SERVICES**

COMPENSATION

<i>POSITION</i>	<i>FTE</i>	<i>MAX HOURLY RATE</i>	<i>ANNUAL BUDGET</i> [Affected positions adjusted for a start date on May 1]
<i>Counselor</i>	1.0	\$30.00	\$48,108 (\$72,000 TOTAL)
<i>Counselor Benefits</i>		7%	\$5,040
<i>Interns (2)</i>		\$1,000/month	\$24,000
		TOTAL	\$71,040

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 26, 2022

**SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE FY 2021-2022
CITYWIDE STREET RESURFACING PROJECT**

REPORT IN BRIEF:

Four bids for the FY 2021-2022 Citywide Street Resurfacing Project were opened on April 18, 2022. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by All American Asphalt, Inc. to be the lowest responsible and responsive bid. The construction cost is estimated at \$2,023,062, which includes a 5% contingency.

RECOMMENDED ACTION:

1. City Council award a construction contract for the FY 2021-2022 Citywide Street Resurfacing Project to All American Asphalt, Inc. for the alternate bid amount of \$1,926,726 for the construction of fiber reinforced asphalt concrete (FRAC) overlay; and
2. Authorize the City Attorney to make changes to the draft contract, as deemed necessary; and
3. Authorize the City Manager to bind the City of Stanton and All American Asphalt, Inc. in a contract for the construction; and
4. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
5. Authorize the City Manager to approve contract changes, not to exceed 5-percent (\$96,336).

BACKGROUND:

At the March 8, 2022 meeting, the City Council authorized staff to advertise this project for construction. This project was subsequently advertised for formal bidding on March 17, 2022, for at least 30 days as required by the California Uniform Public Construction Cost Accounting Act.

This project includes arterial highways (major streets) identified in the City's most recent Pavement Management Program (PMP) that require treatment for the City to maintain a pavement condition index (PCI) of 75 or greater in order to maintain eligibility with the Orange County Transportation Authority's Measure M2 Turnback Funds Program.

The most recent PMP listed the following arterial highways as needing to be paved in FY 2021-2022 to maintain an average PCI of 75:

- Katella Avenue: Segments just west of Magnolia Avenue
- Garden Grove Boulevard: Beach Boulevard to Fern Street
- Chapman Avenue: westerly City limit to easterly City limit
- Dale Avenue: Northerly City limit to Cerritos Avenue
- Dale Avenue: Katella Avenue to southerly City limit
- Lampson Avenue: Beach Boulevard to easterly City limit
- Magnolia Avenue: City limit south of Syracuse to the City limit north of Katella
- Orangewood Avenue: Western Avenue to cul-de-sac
- Cerritos Avenue: Magnolia Avenue to easterly City limit
- Western Avenue: North City limit to Cerritos Avenue

This Project consists of demolition and removals, clearing and grubbing, roadway modifications, roadway grading and earthwork, curb and gutter, asphalt pavement, slurry seal, signing and striping, and all appurtenant work.

This Project also consists of other improvement work identified by the City Engineer and by the City Council as follows:

1. Addition of new sidewalk, curb and gutter on Garden Grove Boulevard between Court Street and Sycamore Avenue in front of the Yamaha motorcycle dealership building where no sidewalk, curb and gutter currently exist.
2. Addition of a crosswalk on Village Center Drive at Parkglan Loop with new sidewalk, curb and gutter, and solar-powered pedestrian push-button activated crossing signals and advance warning signage.

Regarding the second item, Frontier Development's civil engineer submitted the second plan check of their street and striping improvement plans on Village Center Drive to add angled parking which was conceptually approved by City Council on November 8, 2021 through the adoption of an ordinance. This Project can be completed with or without Frontier's angled parking related improvements being in place.

The estimated project cost of \$1,926,726.00 is as follows:

Alternate Bid with FRAC Overlay (All American Asphalt, Inc.)	\$1,926,726.00
Requested Advance Authorization for As-Needed Contract Change Orders (5% Construction Contingency)	\$96,336.00
Total Estimated Construction Cost (rounded to nearest dollar)	\$2,023,062.00

ANALYSIS/JUSTIFICATION:

On April 18, 2022, four (4) bids were received. The lowest base bid was \$1,932,226.

Rank	Company	Bid
1	All American Asphalt, Inc.	\$1,932,226.00
2	R. J. Noble Co.	\$1,948,295.00
3	Hardy & Harper, Inc.	\$2,011,900.00
4	Onyx Paving Company, Inc.	\$2,527,000.00

The City Engineer is recommending the award of a construction contract using the alternate bid amount of \$1,926,726 for the construction of fiber reinforced asphalt concrete (FRAC) overlay in lieu of the base bid amount using asphalt rubber hox mix (ARHM) overlay. Unexpectedly, All American Asphalt's alternative bid for FRAC was \$5,500 less than their bid for ARHM. FRAC overlay has been used successfully on past arterial highway resurfacing projects. Therefore, the City Engineer believes the use of the FRAC material on this project will represent the best value to the City. This change is permissible. The contract documents state "the basis for award of contract shall be the contractor's base bid only."

Upon successful execution of the contract documents, the project is expected to begin construction in late-May.

Regarding the request for City Council to "authorize the City Manager to approve contract changes, not to exceed 5-percent authorization" for this project, this authorization is sought in advance to keep the project moving without construction delay. Otherwise, if an issue occurs in the field that results in a contract change order request that exceeds the City Manager's expenditure signing authority of \$20,000, it may cause delays in construction.

In determining the requested amount for City Council to authorize for contract change orders in advance, the City Engineer uses his best professional judgment to estimate what the contract change orders may total over the course of a construction project. Projects with less defined specifications and plans (for example, facility lighting projects without professionally drawn plans prepared in advance) typically result in contract change orders with a disproportionately larger percentage of cost changes compared to

the original contract price. However, projects with well-defined scopes of work, specifications, and plans (for example, street rehabilitation projects with professionally drawn, engineered plans prepared in advance) normally result in projects being delivered near the contract price. Consequently, the City Engineer is recommending a 5-percent advance authorization for contract change orders on this project.

For every construction contract awarded by City Council, City staff is required to return to City Council to accept the improvements, approve the final construction contract amount, and direct the City Council to file a Notice of Completion. Therefore, at project closeout for every City Council awarded construction contract, City staff will notify City Council of the total construction cost.

City staff may need to return to City Council in May to award a contract for pavement testing services. Normally, the City engages the services of a geotechnical engineering firm to provide testing services. The cost of these services is expected to be approximately \$30,000, which exceeds the City Manager's signing authority. These services normally include testing of compaction for subgrade using a nuclear gauge, testing of asphalt compaction using a nuclear gauge, monitoring pavement mix temperatures during spreading and compaction, and collecting pavement samples to store in case laboratory tests are required due to raveling or cracking pavements during the one-year warranty period. These services are in addition to any daily documented inspections done by a public works inspector.

FISCAL IMPACT:

This project was budgeted for the FY 2021/2022 Street Improvement Program. Funds for the project are available in the Measure M Fund account number, the Gas Tax Fund account, and the RMRA account. This project will not have any impact on the General Fund. The Fiscal Year 2021/2022 Budget includes \$2,064,500 in Capital Projects Fund (#305) for this project (Task Code 2022-101); therefore, this project is within the budgeted amount.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared By:

Concurred by:

/s/ Joe Ames

/s/ Michelle Bannigan

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

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Draft FY 2021/2022 Citywide Street Resurfacing Project Contract
- B. Copy of Bid from All American Asphalt, Inc.

**CITY OF STANTON
CONTRACT AGREEMENT**

FY 2021-2022 CITYWIDE STREET RESURFACING PROJECT

THIS CONTRACT AGREEMENT (or “Contract”) is made and entered into for the above-stated project this 26th day of April, 2022, BY AND BETWEEN THE **CITY OF STANTON**, as City and **All American Asphalt, Inc.** as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

Article I

The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Proposal, General Specifications, Special Provisions in accordance with the Standard Specifications for Public Works Construction, Faithful Performance Bond, Labor and Material Bond, and all referenced specifications, details, Standard Plans and appendices, including all applicable State and Federal requirements; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively all the foregoing shall be referenced as the “Contract Documents”). All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

Article II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

Article III

CONTRACTOR agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials, performing all work and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole hereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Article IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents.

The total amount of this contract shall not exceed **One Million Nine Hundred Twenty-Six Thousand Seven Hundred Twenty-Six Dollars (\$1,926,726.00)**. CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council, or if pursuant to its authority, the City Manager, or his or her designee. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager or City representative and CONTRACTOR at the time City's written authorization is given to CONTRACTOR for the performance of said services. The City Manager may approve additional work not to exceed 5% of the contracted amount approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

Article V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employee to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

Article VI

CONTRACTOR agrees to indemnify and hold harmless CITY and all of its officers, officials, consultants, employees, agents, and volunteers from any claims, demands or causes of action, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

Article VII

CONTRACTOR affirms that the signatures, titles, and seals set forth herein in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

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

CONTRACTOR**CITY OF STANTON**

Name
Title

Date

Jarad Hildenbrand
City Manager

Date

ATTEST:

Name
Title

Date

Patricia Vazquez
City Clerk

Date

APPROVED AS TO FORM:

Contractor's License Number and Classification

DIR Registration Number

Best Best & Krieger LLP
City Attorney

Date

NOTE:

SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Bidder's Name: All American Asphalt

BASE BID SCHEDULE* 2021/22 CITYWIDE STREET RESURFACING PROJECT					
ITEM NO.	DESCRIPTION	QTY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	Project Mobilization, Demobilization, & Cleanup (Not to Exceed 5% of Construction Costs)	1	LS	\$ 10,000	\$ 10,000.
2	Surveying & Monument Preservation	1	LS	\$ 19,740	\$ 19,740.
3	Traffic Control & Noticing, including preparation of traffic control plans as may required by other agencies	1	LS	\$ 99,000	\$ 99,000.
4	Adjust Sewer/Storm Drain Manhole Frame & Cover to Grade	46	EA	\$ 935	\$ 43,010.
5	Adjust Water Valve Can & Lid to Grade	54	EA	\$ 155	\$ 8,370.
6	Sawcut & Excavate Roadway	1,600	CY	\$ 65.85	\$ 105,360.
7	Construct 9" CMB	1,900	TON	\$ 29.	\$ 55,100.
8	Construct 7" AC Pavement (5.5" AC Base Course, 1.5" Surface Course)	1,600	TON	\$ 109.49	\$ 175,185.
9	1.5" Uniform Depth AC Cold Mill	580,000	SF	\$ 0.22	\$ 127,600.
10	Weed Abatement & Crack Seal	1	LS	\$ 32,100	\$ 32,100.
11	Construct 1.5" ARHM Overlay	5,500	TON	\$ 117	\$ 643,500.
12	Localized Pavement Removal & Replacement (6" Sawcut & Remove ex. AC Pavement/Base & install 6" AC Base Paving Course)	14,000	SF	\$ 6.66	\$ 93,240.
13	Localized Pavement Removal & Replacement (7.5" Sawcut & Remove Ex. AC Pavement/Base & Install 7.5" AC Base Paving Course)	11,000	SF	\$ 6.66	\$ 73,260.
14	Remove & Replace PCC Driveway. Driveway Thickness, Curb Height & Gutter Width to Match Existing.	1,000	SF	\$ 14.32	\$ 14,320.
15	Remove Existing & Construct PCC Curb & Gutter. Curb Height & Gutter Width to Match Existing.	600	LF	\$ 75.82	\$ 45,492.
16	Remove Existing & Construct New ADA Compliant Curb Ramp (BCR to ECR, as applicable)	13	EA	\$ 5,600	\$ 72,800.
17	Remove Existing & Construct ADA Compliant PCC Sidewalk	4,500	SF	\$ 10	\$ 45,000.
18	Grind Existing Sidewalk to Remove Vertical Obstruction	10	LF	\$ 238	\$ 2,380.
19	Adjust Gas Valve Can & Lid to Grade	3	EA	\$ 156	\$ 468.
20	Adjust Survey Monument Well Frame & Cover to Grade	1	EA	\$ 780	\$ 780.
21	Apply Type II RAP Slurry Seal with 3% Latex	175	ELT	\$ 421	\$ 73,675.
22	Install Type E or Type E (Modified) Traffic Loop	103	EA	\$ 299	\$ 30,797.

Bidder's Name: All American Asphalt

BASE BID SCHEDULE* 2021/22 CITYWIDE STREET RESURFACING PROJECT					
ITEM NO.	DESCRIPTION	QTY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
23	Traffic Signing, Striping, Markings & Legends	1	LS	\$ 102,560	\$ 102,560.
24	Install 8" Full Depth AC Paving	75	TON	\$ 156	\$ 11,700.
25	City of Garden Grove Encroachment Permit	1	LS	\$ 2,598	\$ 2,598.
26	City of Anaheim Encroachment Permit	1	LS	\$ 5,196	\$ 5,196.
27	Caltrans Encroachment Permit	1	LS	\$ 5,196	\$ 5,196.
28	County of Orange, CA Encroachment Permit	1	LS	\$ 2,600.	\$ 2,600
29	Electronic Changeable Message Board Rental & Programming**	400	DAYS	\$ 78	\$ 31,200.

* Additional details about items of work included in each bid item can be found in Section 7-3.1 of the Special Provisions.

**CONTRACTOR shall make up to 10 electronic programmable message boards available for use on this job and shall program messages on the boards at the direction of the ENGINEER. Each message board rental shall be paid on a per day basis up to 40 days (i.e. 10 message boards x 40 days = 400 days). CONTRACTOR shall honor unit prices regardless of the number of boards and days used. See Section 601-3.7 of the Special Provisions for more information.

Total Base Bid in			
NUMBERS:		1,932,226.	
Total Base Bid in		One Million Nine Hundred Thirty Two Thousand Two Hundred Twenty Six Dollars	
WORDS:		and NO Cents	

ALTERNATE BID SCHEDULE (FRAC in lieu of ARHM) 2021/22 CITYWIDE STREET RESURFACING PROJECT					
ITEM NO.	DESCRIPTION	QTY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-1	Subtract Unit Price/Provide Credit from deleting Item No. 11 (Construct 1.5" ARHM Overlay) from Bid Schedule. (Unit Price and Item Cost must match Item No. 11 in Base Bid Schedule)	5,500	TON	(\$ 117)	(\$ 643,500.)
A-2	Construct 1.5" FRAC Overlay	5,500	TON	\$ 116	\$ 638,000.

Total Alt. Bid Schedule in		\$ (5,500.00)	
NUMBERS:			

Bidder's Name: All American Asphalt

Total Alt. Bid Schedule in	<u>Negative Five Thousand</u>	Dollars
	<u>Five Hundred</u>	
WORDS: and	<u>NO</u>	Cents

THE BASIS FOR AWARD OF CONTRACT SHALL BE THE CONTRACTOR'S BASE BID ONLY.

The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the Bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the City from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify alternate bid items, the City can choose to include any, all, or none of the alternate bid items in the Work. If the City selects any of the alternate bid items, the corresponding alternate bid prices shall be added to or deducted from Base Bid Price for the work. The City can award/select alternate bid items at any time(s).

Name of Bidder All American Asphalt

Signature 

Name and Title Michael Farkas, Secretary

Dated April 15, 2022

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: April 16, 2022

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA APPROVING SUBDIVISION TRACT MAP NO. 19119**

REPORT IN BRIEF:

The subdivision tract map for the development known as Bigsby by Bonanni Development, which consists of a 79-unit townhome development including 7 low-income affordable units for the property located at 12200 Beach Boulevard has been submitted by the developer for final certification and recordation.

RECOMMENDED ACTION:

1. City Council hereby determines that based upon the Initial Study and Mitigated Negative Declaration, the City Council exercises its independent judgment and finds the project's potential significant adverse impacts can be mitigated to a level of insignificance with the mitigation measures identified in the IS/MND and Mitigation Monitoring and Reporting Program (MMRP) and therefore the requirements of the California Environmental Quality Act (CEQA) have been met; and
2. Adopt Resolution No. 2022-19 approving final Tract Map No. 19119, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 19119 FOR
THE PROPERTY LOCATED AT 12200 BEACH BOULEVARD"**; and
3. Find that the recordation of Tract Map No. 19119 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. Find 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. Direct 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; and
6. Direct the City Engineer to collect any security instruments required by the Stanton Municipal Code, the Subdivision Map Act, and/or the conditions of approval 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. Direct 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.

BACKGROUND:

On January 11, 2022, the City Council of the City of Stanton adopted Site Plan and Design Review SPDR-811, Conditional Use Permit C20-04, Planned Development Permit PDP 20-07, Development Agreement 20-04 and Tentative Tract Map No. 19119, for development of 79 townhome units including 7 low-income affordable units for the property located at 12200 Beach Boulevard.

The project is currently in the permitting stage. The Tract Map must be recorded prior to the sale of any unit.

ANALYSIS AND JUSTIFICATION:

Recording of the final tract map is required per Section 66426 of the Subdivision Map Act. The City Engineer has reviewed the subdivision Tract Map No. 19119 and all associated documentation, and he is satisfied that the final tract map substantially complies with Site Plan and Design Review SPDR-811, Conditional Use Permit C20-04, Planned Development Permit PDP 20-07 and Development Agreement 20-04.

Orange County Public Works has also reviewed Tract Map No. 19119 and has certified to the technical correctness of the Map and its compliance with the provisions of the Subdivision Map Act.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), the Mitigated Negative Declaration finds that the project will have less than significant impacts to the environment with the implementation of mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 - Provide a high quality of life.

Prepared by:

Approved by:

/s/ Joe Ames

/s/ Jarad L. Hildenbrand

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

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Resolution No. 2022-19
- B. Final Tract Map No. 19119

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 19119 FOR THE PROPERTY LOCATED AT 12200 BEACH BOULEVARD

WHEREAS, on January 11, 2022, the City Council of the City of Stanton adopted Site Plan and Design Review SPDR-811, Conditional Use Permit C20-04, Planned Development Permit PDP 20-07, Development Agreement 20-04 and Tentative Tract Map No. 19119, for development of 79 townhome units including 7 low-income affordable units for the property located at 12200 Beach Boulevard; and

WHEREAS, all necessary documentation associated with this subdivision have been reviewed by the City Engineer; and

WHEREAS, the final map is substantially in compliance with the previously approved Planned Development Permit No. PDP 20-07 and Tentative Tract Map No. 19119; and

WHEREAS, the City Council has made the finding that none of the conditions for mandatory denial exist relative to the proposed subdivision, in accordance with Section 66474, 66474.1 and 66474.2 of the Subdivision Map Act; and

WHEREAS, the City Council 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

WHEREAS, the City Council finds that final Tract Map No. 19119 satisfies the provisions of the Subdivision Map Act, Stanton Municipal Code and the Conditions of Approval.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Stanton, California, hereby approves final Tract Map No. 19119.

ADOPTED, SIGNED AND APPROVED this 26th day of April, 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. 2022-19 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 April 26, 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

Click here to return to the agenda.

SHEET 1 OF 3
NUMBER OF LOTS: 2
ACREAGE: 3.546 ACRES GROSS
3.538 ACRES NET
DATE OF SURVEY: JULY 2021
ALL OF TENTATIVE TRACT NO. 19119

TRACT NO. 19119

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF A PORTION OF LOT 4 IN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 11 WEST,
AS SHOWN ON THE MAP OF 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 ORANGE COUNTY, CALIFORNIA

WALDEN & ASSOCIATES
JEFFREY A. WALDEN, P.L.S. 7914
JULY 2021

ACCEPTED AND FILED AT
THE REQUEST OF
ORANGE COAST TITLE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDERLINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE CITY OF STANTON FOR PUBLIC PURPOSES: LOT "A" AS SHOWN ON SAID MAP.

WE HEREBY DEDICATE AS AN EASEMENT TO THE CITY OF STANTON:

1. THE EMERGENCY VEHICLE ACCESS EASEMENT AS SHOWN ON SAID MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF STANTON:

1. ALL VEHICULAR ACCESS RIGHTS TO BEACH BOULEVARD EXCEPT AT APPROVED ACCESS LOCATIONS.

OWNER:

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

BY: _____ NAME: _____
BY: _____ NAME: _____
TITLE: _____ TITLE: _____

U.S. BANK NATIONAL ASSOCIATION, D/B/A HOUSING CAPITAL COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 16, 2021 AS INSTRUMENT NO. 2021000576525, OF OFFICIAL RECORDS.

BY: _____ NAME: _____
BY: _____ NAME: _____
TITLE: _____ TITLE: _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

(NAME PRINTED)

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

(NAME PRINTED)

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BONANNI DEVELOPMENT, INC. IN JULY 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Jeffrey A. Walden
JEFFREY A. WALDEN
P.L.S. 7914
EXPIRATION DATE: 12-31-23

04-08-2022
DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED, AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____

JOSEPH JOHN AMES, P.E. 66999
CITY ENGINEER, CITY OF STANTON

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402



CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
CITY OF STANTON) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF STANTON AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE CITY OF STANTON: SUBJECT TO IMPROVEMENTS;

1. LOT "A" IN FEE FOR PUBLIC PURPOSES AS DEDICATED.
2. THE EMERGENCY VEHICLE ACCESS EASEMENT AS DEDICATED.
3. THE VEHICULAR ACCESS RIGHTS TO BEACH BOULEVARD AS RELEASED AND RELINQUISHED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

BY: PATRICIA A. VAZQUEZ
CITY CLERK OF THE CITY OF STANTON

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 20____

SHARI L. FREDENRICH
COUNTY TREASURER-TAX COLLECTOR

BY: _____
TREASURER-TAX COLLECTOR

SHEET 2 OF 3
NUMBER OF LOTS: 2
ACREAGE: 3.546 ACRES GROSS
3.538 ACRES NET
DATE OF SURVEY: JULY 2021
ALL OF TENTATIVE TRACT NO. 19119

TRACT NO. 19119

IN THE CITY OF STANTON, COUNTY OF ORANGE,
STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

WALDEN & ASSOCIATES
JEFFREY A. WALDEN, P.L.S. 7914
JULY 2021

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 0563 AND STATION GPS NO. 3625R1 BEING NORTH 00°25'57" EAST, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

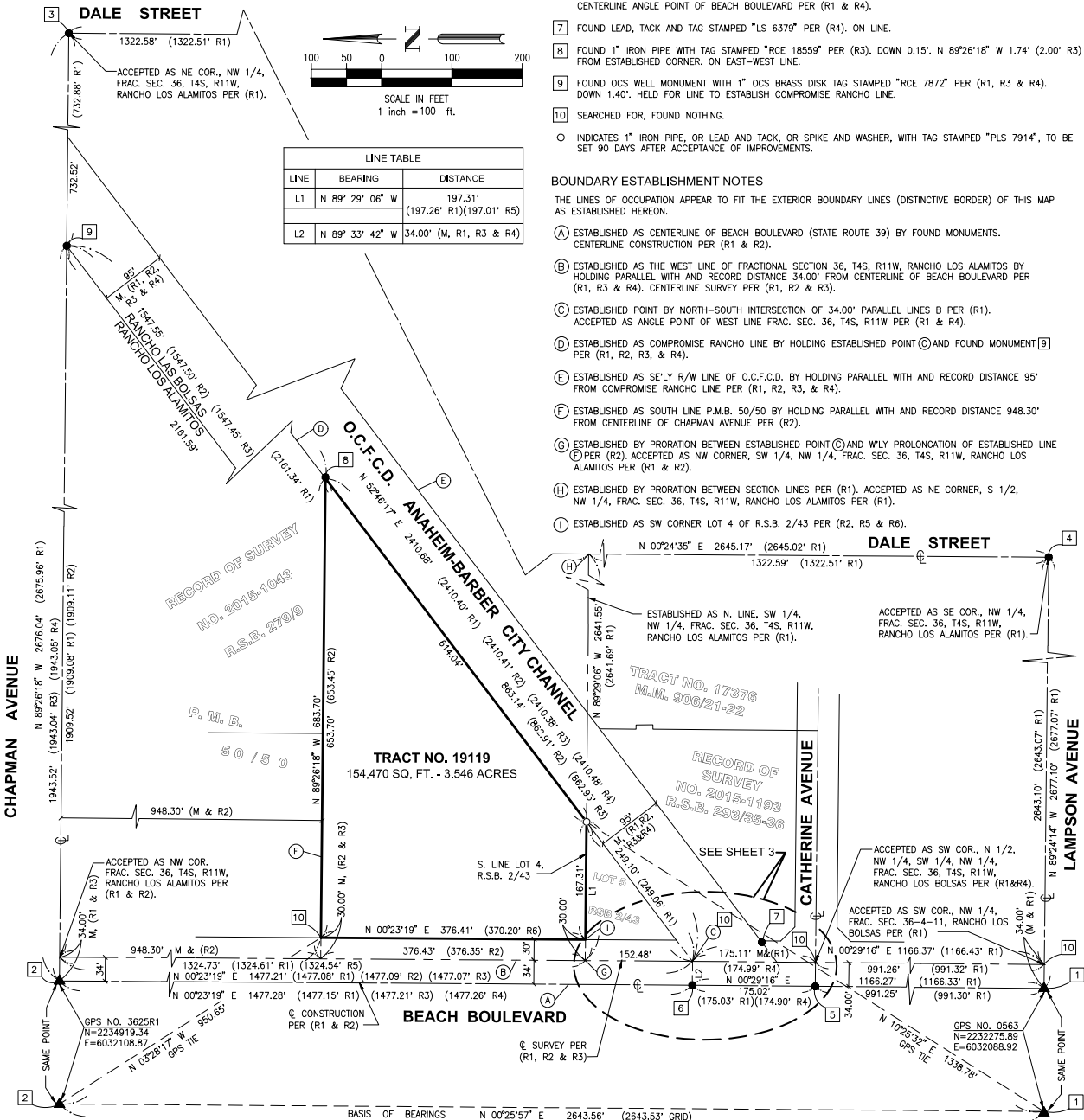
DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99998758 (PROJECT SPECIFIC).

SURVEY REFERENCE NOTES:

- (R1) INDICATES RECORD DATA PER TRACT NO. 17376, M.M. 906/21-22.
(R2) INDICATES RECORD DATA PER P.M.B. 50/50.
(R3) INDICATES RECORD DATA RECORD OF SURVEY NO. 2015-1043, R.S.B. 279/9.
(R4) INDICATES RECORD DATA RECORD OF SURVEY NO. 2015-1193, R.S.B. 293/35-36.
(R5) INDICATES RECORD DATA PER J.W. BIXBY AND CO.'S SUBDIVISION OF A PART OF THE RANCHO LOS ALAMITOS, R.S.B. 2/43.
(R6) INDICATES RECORD DATA PER VESTING GRANT DEED RECORDED 09/16/21 AS INSTRUMENT NO. 2021000576524, OFFICIAL RECORDS. SAID DEED APPEARS TO BE IN ERROR.
M INDICATES MEASURED DISTANCE BEING THE SAME AS RECORD DATA REFERENCED.

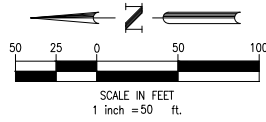


SHEET 3 OF 3
 NUMBER OF LOTS: 2
 ACREAGE: 3.546 ACRES GROSS
 3.538 ACRES NET
 DATE OF SURVEY: JULY 2021
 ALL OF TENTATIVE TRACT NO. 19119

TRACT NO. 19119

IN THE CITY OF STANTON, COUNTY OF ORANGE,
 STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

WALDEN & ASSOCIATES
 JEFFREY A. WALDEN, P.L.S. 7914
 JULY 2021



DETAILS

LINE TABLE		
LINE	BEARING	DISTANCE
L2	N 89° 33' 42" W	34.00'
L3	N 00° 33' 42" E	40.20'
L4	N 37° 13' 43" W	64.16'
L5	N 89° 36' 41" W	43.67'

GENERAL NOTES:

LOT "A" IS DEDICATED IN FEE TO THE CITY OF STANTON HEREON FOR PUBLIC PURPOSES.

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, SURVEY REFERENCE NOTES, BOUNDARY ESTABLISHMENT NOTES, AND MONUMENT NOTES.

EASEMENT NOTES:

- (A) INDICATES AN EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES DEDICATED HEREON TO THE CITY OF STANTON.

