



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, APRIL 27, 2021 - 6:30 P.M.**

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

The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation. Pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 the April 27, 2021, City Council Meeting will be held electronically/telephonically.

The health and well-being of our residents is the top priority for the City of Stanton, and you are urged to take all appropriate health safety precautions. To that end, out of an abundance of caution the City of Stanton is eliminating in-person public participation. Members of the public wishing to access the meeting will be able to do so electronically/telephonically.

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

1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
2. Dial in the following **Meeting ID: (883 7796 7370)** to be connected to the meeting.

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

- <https://us02web.zoom.us/j/88377967370?pwd=RmxrZFgvSlJkSnRUS09nZVZidTVnUT09>

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

E-Mail your comments to [pvazquez@ci.stanton.ca.us](mailto:pvazquez@ci.stanton.ca.us) with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment). Comments received no later than 5:00 p.m. before the meeting (Tuesday, April 27, 2021) will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

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

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

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

1. **CLOSED SESSION**          **None.**
  
2. **CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**
  
3. **PLEDGE OF ALLEGIANCE**
  
4. **ROLL CALL** Council / Agency / Authority Member Ramirez  
Council / Agency / Authority Member Van  
Council / Agency / Authority Member Warren  
Mayor Pro Tem / Vice Chairman Taylor  
Mayor / Chairman Shawver
  
5. **SPECIAL PRESENTATIONS AND AWARDS**
  - Presentation of Proclamation declaring the months of May through October 2021, as Drowning Prevention Awareness Months “Always Watch Your Child Around Water” within the City of Stanton.
  
6. **CONSENT CALENDAR**

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

## **CONSENT CALENDAR**

- 6A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED**

**RECOMMENDED ACTION:**

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

- 6B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated March 26, 2021 – April 8, 2021, in the amount of \$1,510,053.68.

- 6C. APPROVAL OF MINUTES**

1. City Council approve Minutes of Joint City Council & Planning Commission Special Meeting (Study Session) – April 13, 2021; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – April 13, 2021.

- 6D. PURCHASE OF THREE VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY USING AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDING**

Staff is requesting that the City Council authorize the purchase of three (3) Toyota Rav-4's with emergency safety lighting utilizing previously budgeted AQMD funding. These vehicles would be used to support the efforts of the Outreach Coordinator position as well as replace two (2) obsolete Code Enforcement vehicles using previously budgeted, but unused AQMD funding.

**RECOMMENDED ACTION:**

1. City Council declare this action is not a project per the California Environmental Quality Act; and
2. Authorize the City Manager to approve the purchase of three (3) vehicles with emergency safety lighting for use by the Department of Public Safety with no impact to the General Fund using previously budgeted AQMD funding.

## **END OF CONSENT CALENDAR**

## **7. PUBLIC HEARINGS**

### **7A. PUBLIC HEARING TO CONSIDER PUBLIC BENEFIT AGREEMENT WITH RODEO 39 MARKETPLACE, LLC AND A RELATED ECONOMIC DEVELOPMENT SUBSIDY REPORT**

Consideration of an economic development subsidy report and approving a public benefit agreement disbursing an economic development subsidy loan to Rodeo 39 Marketplace, LLC, to help ensure the long-term viability of Rodeo 39 and the economic vitality of the City.

#### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(8) and 15061(b)(3) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Conduct a Public Hearing pursuant to California Government Code Section 53083; and
3. Adopt Resolution No. 2021-13, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING A PUBLIC BENEFIT AGREEMENT BY AND BETWEEN THE CITY OF STANTON AND RODEO 39 MARKETPLACE, LLC, AND APPROVING SAID PUBLIC BENEFIT AGREEMENT."**

**8. UNFINISHED BUSINESS                      None.**

**9. NEW BUSINESS                              None.**

## 10. ORAL COMMUNICATIONS - PUBLIC

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

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications or on a particular item may do so by submitting their comments via E-Mail to [pvazquez@ci.stanton.ca.us](mailto:pvazquez@ci.stanton.ca.us) with the subject line “PUBLIC COMMENT ITEM #” (*insert the item number relevant to your comment*) or “PUBLIC COMMENT NON-AGENDA ITEM #”. Comments received by 5:00 p.m. will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

**11. WRITTEN COMMUNICATIONS** None.

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

## 12A. COMMITTEE REPORTS/ COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

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

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

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

**12C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION**

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

Currently Scheduled:

- Strategic Plan Review and Update.
- Mid-Year Budget Review.

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

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

**14A. 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.

**15. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 22<sup>nd</sup> day of April, 2021.

s/ Patricia A. Vazquez, City Clerk/Secretary

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**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**

March 26, 2021 - April 8, 2021

Electronic Transaction Nos.	1385 - 1400	\$	1,281,385.52
Check Nos.	133591 - 133623	\$	228,668.16


<b>TOTAL</b>	<b>\$</b>	<b>1,510,053.68</b>
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**Demands listed on the attached registers  
conform to the City of Stanton Annual  
Budget as approved by the City Council.**



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

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



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

# Accounts Payable

## Checks by Date - Detail by Check Number

User: mbannigan  
Printed: 4/14/2021 3:53 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1385	ANA14665	ANAHEIM COPS 4 KIDS	03/26/2021	
	Y4-Feb 2021	Anaheim Focus Area #1 Feb 2021		498.00
	Y4-Feb 2021ot	C4K overtime Feb 2021		11,035.19
Total for Check Number 1385:				11,533.19
1386	USB3019	U S BANK	03/26/2021	
	Ace Hardware	Asphalt patch for pothole repair in streets		588.01
	Ace Hardware	SCP tennis court timmer		20.10
	ACEC-CA	Publications		353.34
	Amazon	Memory/PC Upgrades		260.96
	Amazon	Mini Mouse for Telecommuting		26.93
	Amazon	Portable battery		54.36
	Amazon	Speakers for use at home while telecommuting		24.77
	Amazon	Mouse Pad for Telecommuting		8.61
	Amazon	COVID-19/(1) Arm extender for auto switch/fro		17.18
	Amazon	CUP Fan/Repair IT Equipment Fixed Assets		10.86
	Amazon	COVID-19/Sanitation/Disinfecting station/Break		25.10
	Amazon	External CD-Rom Drive		37.72
	Amazon	PC Peripheral Hardware/VOIP		130.44
	Amazon	Network Hardware/Switch		76.10
	Amazon	Network Hardware/Hubs/Switches		76.10
	Amazon	COVID-19/(10) Non-fabric chairs/Breakroom lu		404.52
	Amazon	Water Bottle Storage Racks/Breakroom Upgrade		86.99
	Amazon	Memory		274.00
	Amazon	Case for external CD-Rom Drive		10.76
	Amazon	Water Bottle Storage Racks/Breakroom Upgrade		86.99
	Amazon	COVID-19/(3) Sneeze Guards/Breakroom lunch		420.84
	Amazon	Upgrade Memory		137.00
	Amazon	Power strips/file folders organizers/indoor insect		266.55
	Amazon	Power Supplies/Transformers		108.72
	Amazon	PC Peripheral Hardware/SP-X/Hub Type C		309.61
	Amazon	Self inking rubber stamp/vertical desk organizer		142.00
	Amazon	COVID-19/(3) Non-fabric armchairs/Breakroom		685.08
	Amazon	Printer toner		58.63
	Applied Concept	Lidar service/repair for Motor Deputy		435.00
	Carhartt	Pants for Scott		260.96
	Certifix Live S	Jan2020/Fingerprint Rolling Fees		25.00
	Certifix Live S	Dec2020/Fingerprint Rolling Fees		75.00
	Chevron	OCSD/Motorcycle Fuel		20.65
	Chevron	OCSD/Motorcycle Fuel		14.29
	City of Stanton	Testing: CardConnect Payments		-10.00
	City of Stanton	Testing: CardConnect Payments		-10.00
	City of Stanton	Testing: CardConnect Payments		10.00
	City of Stanton	Testing: CardConnect Payments		10.00
	Command Link	City-wide Internet/Feb-2021		4,604.66
	Costco	Towels for Kitchen		48.90
	CSMFO	Intermediate Govt Acctg (Cox)		150.00
	CSMFO	Intro Govt Acctg (Nguyen)		75.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	CSMFO	Intro Govt Acctg (Cox/Chea)		150.00
	Daiso	(3) Pencil boxes for staff & (2) coasters for office		8.16
	Digital Space	FEB-2021/City Website Hosting Service		22.00
	Dollar Tree	Movie Drive-Thru/Popcorn Buckets		23.71
	DotGov	Annual .gov domain fee		400.00
	Expedia	Emergency Housing-Homeless Prevention		263.15
	Expedia	Emergency Housing-Homeless Prevention		212.76
	Expedia	Emergency Housing-Homeless Prevention		275.52
	Expedia	Emergency Housing-Homeless Prevention		251.93
	Expedia	Emergency Housing-Homeless Prevention		-263.15
	Facebook	Social media advertisement: Contract Classes		10.92
	Ferguson	Plumbing parts for City facilities		112.64
	Ferguson	Plumbing parts for FRC		56.32
	First Choice Co	Coffee for City Yard		240.41
	Food 4 Less	Incentives for Senior Food Distribution		180.00
	Gallup	Strengths Training Assessment		19.99
	Garden Grove In	Emergency Housing-Homeless Prevention		60.00
	GoDaddy	Domain: WebTrac.ci.stanton.ca.us Renewal Fee/2		159.98
	Google Appsheet	Work Order Program Usage Fee 2/5/21-3/5/21		328.45
	GovernmentJob	Job Ad/Outreach Coordinator		199.00
	GovernmentJob	Job Ad/Permit Technician		199.00
	Grammarly	Annual Subscription/Grammarly Premium		139.95
	Home Depot	(1) 7 Gallon container for Neighborhood Parks S		5.42
	Home Depot	CEAC purchases for community garden-soil and		22.14
	Home Depot	(2) 3pk of caution tape for SCP		52.13
	Home Depot	Pallets for City Hall food program		232.00
	Home Depot	(3) Carabiner with strap for staff keys		8.91
	My First Kiss	Flowers for Commissioner Grand		81.56
	Ntl Notary Asso	Notary/Certification/Supplies/Training/F.Ruiz		911.70
	Original Fish	City Manager Lunch/H.Carlson		74.59
	Players Choice	Plaque for Sgt Dee & Dep. Novinger		218.50
	Shell	OCSD/Motorcycle Fuel		15.30
	Shell	OCSD/Motorcycle Fuel		18.50
	Shell	OCSD/Motorcycle Fuel		14.40
	Shell	OCSD/Motorcycle Fuel		17.70
	Shell	OCSD/Motorcycle Fuel		16.10
	Smart & Final	Supplies/Water Bottles/Coffee/Breakroom Suppl		149.86
	Stanton 76	OCSD/Motorcycle Fuel		6.23
	Staples	(2) Ink cartridges/P. Vazquez		54.07
	Staples	Color Ink for Dianna's Printer		64.63
	Supply Solution	COVID-19/(5) Gal Disinfectant		210.59
	Target	"We Love Stanton" campaign prizes		91.08
	Uline	(5) Cases of doggie bags		275.00
	Uline	(5) Cases of instant pack for first aid supply + sh		150.24
	Walmart	Breakroom Upgrade/Coffee Station/Table		173.15
	Walmart	(4) Waterproof/Anti-fatigue floor mats/Breakroo		65.10
	Walmart	Refund/Breakroom Upgrade/Toaster Oven		-74.85
	Walmart	Breakroom Upgrade/Toaster Oven		74.85
	Walmart	Breakroom Upgrade/Toaster Oven		43.46
	Zoom Video	COVID-19/CC Teleconference Mtg Cloud Recoi		42.00
Total for Check Number 1386:				16,476.83
1387	MY14832	MY SAFE HARBOR INC	03/26/2021	
	4 OCT 20	Anaheim CBO-Oct 2020		7,677.00
	6 DEC 20	Anaheim CBO-Dec 2020		4,161.00
	7 JAN 21	Anaheim CBO-Jan 2021		3,129.00
Total for Check Number 1387:				14,967.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1388	JEN14424 PPE 3/13/2021	ANA JENSEN Wage Garnishment PPE 3/13/2021	03/26/2021	200.00
Total for Check Number 1388:				200.00
1389	PUB15477 3/13/2021	PUBLIC AGENCY RISK SHARING AUT PARS-PPE 3/13/2021	03/26/2021	1,069.85
Total for Check Number 1389:				1,069.85
1390	OCA2137 SH 58769 SH 58770	COUNTY OF ORANGE TREASURER- T Supplemental Services COVID-19(PPS 25 & 26 Supplemental Services COVID-19(PPS 01 CFM	03/26/2021	43,575.68 15,642.55
Total for Check Number 1390:				59,218.23
1391	BAN15510 3/12/2021 3/12/2021	BANK OF THE WEST Debt Service-Interest Debt Service-Principal	03/31/2021	3,926.03 955,511.78
Total for Check Number 1391:				959,437.81
1392	SOL15043 7 8	SOLIDARITY Fullerton CBO: Jan 2021 Fullerton CBO: Feb 2021	03/31/2021	1,738.00 1,604.00
Total for Check Number 1392:				3,342.00
1393	CIT13872 2020-100002 2020-110002 2020-120002	KINGDOM CAUSES, INC City Net-North Orange County Public Safety Tas City Net-North Orange County Public Safety Tas City Net-North Orange County Public Safety Tas	03/31/2021	58,309.50 52,904.06 65,067.28
Total for Check Number 1393:				176,280.84
1394	BEN15755 8928 8928 8928	BENEFIT COORDINATORS CORPORAT February 2021 Prism Disability Ins-City February 2021 Prism Life Ins-Employee February 2021 Prism Life Ins-City	03/31/2021	2,251.96 426.78 453.60
Total for Check Number 1394:				3,132.34
1395	MET12565 Apr-21 Apr-21	METLIFE SBC April 21 Metlife Dental-City Share April 21 Metlife Dental-Employee Share	03/31/2021	64.96 28.44
Total for Check Number 1395:				93.40
1396	VSP13387 811711713 811711713	VISION SERVICE PLAN - (CA) March 2021 Health Ins-Employee VSP March 2021 Health Ins-Employer VSP	03/31/2021	75.04 470.60
Total for Check Number 1396:				545.64
1397	GOL1321 March 31 March 31 March 31 March 31 March 31	GOLDEN STATE WATER COMPANY Feb 09-Mar 09 Water Services Median March 10 Feb 09-Mar 09 Water Services Building March 1 Feb 09-Mar 09 Water Services Park March 10 Feb 09-Mar 09 Water Services Median March 10 Feb 09-Mar 09 Water Services Park March 10	04/01/2021	79.34 34.45 2,695.41 2,248.67 4,418.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 1397:				9,476.69
1398	GOL1321 April 01	GOLDEN STATE WATER COMPANY Jan 11-Mar 09 Water Services Building March 1	04/02/2021	378.19
Total for Check Number 1398:				378.19
1399	INT1569 3/27/2021 3/27/2021 3/27/2021	INTERNAL REVENUE SERVICE (ME) Medicare-City Share (FD) Federal Tax Withholding (MC) Medicare-Employee Share	04/06/2021	2,050.06 15,477.33 2,050.06
Total for Check Number 1399:				19,577.45
1400	EDD1067 3/27/2021 3/27/2021	EDD State Tax Withholding State Unemployment	04/06/2021	5,179.43 476.63
Total for Check Number 1400:				5,656.06
133591	ALL228 69620	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services - 3/7/2021-3/20	04/08/2021	1,357.80
Total for Check Number 133591:				1,357.80
133592	AMP12404 Retention Relea	AMPCO CONTRACTING INC. Retention Release	04/08/2021	4,792.40
Total for Check Number 133592:				4,792.40
133593	ATT377 3/24/2021 3/24/2021	AT&T DMV Access Line-Mar 335-253-0761 Cerritos Intercon-Mar 335-253-1318	04/08/2021	54.95 198.94
Total for Check Number 133593:				253.89
133594	BIN15982 2021-048	BENJAMIN BINH KHONG FY20/21 C&D Deposit Refund for 11202 Santa J	04/08/2021	240.00
Total for Check Number 133594:				240.00
133595	BOY13501 Jan-21	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Invoice for Boys &	04/08/2021	3,155.10
Total for Check Number 133595:				3,155.10
133596	C3O13388 129116 129657	C3 TECHNOLOGY SERVICES IT SVCS/Server Monitoring 3/1/21 to 3/31/21 CH/Sharp Copier/Toner/Maintenance 2/15/21 to	04/08/2021	3,050.37 233.54
Total for Check Number 133596:				3,283.91
133597	CAL15956 4598	CALIFORNIA CONSULTING, INC Rev/Edit Statewide Park Dev & Comm Revializi	04/08/2021	3,150.00
Total for Check Number 133597:				3,150.00
133598	CHA735 62315 62315 62316 62317	CHARLES ABBOTT ASSOCIATES, INC Inspection Services FEB-21/Bldg/Safety Temp Help FEB-21/Permit Technician B.Hartley Predevelopment Review/FEB-21 CityTech/Permit Ctr Elect Plan Check System/Fi	04/08/2021	38,166.09 7,722.00 2,183.50 27,500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 133598:				75,571.59
133599	COU15550 PW210064	COUNTY OF ORANGE Concrete Improvement Project for Jan 2021	04/08/2021	1,175.96
Total for Check Number 133599:				1,175.96
133600	DEL13382 71926797	DE LAGE LANDEN FINANCIAL SERVI Lease/CH/Sharp Copier 04/01/2021-04/30/2021	04/08/2021	526.22
Total for Check Number 133600:				526.22
133601	EMP1089 Progress Pay#5	EMPIRE PIPE CLEANING AND EQUIP Catch Basin Cleaning and Hotspot cleaning	04/08/2021	1,622.50
Total for Check Number 133601:				1,622.50
133602	FRI13695 Jan-21	FRIENDLY CENTER, INC Contractual Services (FaCT) Invoice for Friendl	04/08/2021	3,990.02
Total for Check Number 133602:				3,990.02
133603	HRD13741 INV10094157 INV10094158 INV10094159	HRDIRECT Poster Guard Renewal/City Hall Poster Guard Renewal/FRC Poster Guard Renewal/City Yard	04/08/2021	97.86 97.86 97.86
Total for Check Number 133603:				293.58
133604	INT15953 2101-01 Retention #1	INTERIOR DEMOLITION, INC Demolition of Building @ 8881 Pacific Ave. 5% Retention	04/08/2021	91,800.00 -4,590.00
Total for Check Number 133604:				87,210.00
133605	INT1579 Jan-21	INTERVAL HOUSE (FaCT) Invoice for Interval House	04/08/2021	1,365.00
Total for Check Number 133605:				1,365.00
133606	KTG15871 0157250	KTGY GROUP, INC Prep 2020 Town Center Specific Plan/Jan 16 - F	04/08/2021	9,763.75
Total for Check Number 133606:				9,763.75
133607	LAH14673 NOCPSTF-8/YR4	LA HABRA POLICE EXPLORER POST La Habra CBO Focus Area #1-Explorers Self-de	04/08/2021	400.00
Total for Check Number 133607:				400.00
133608	LUU15978 2020-314B	DERRICK LUU FY20/21 C&D Deposit Refund for 10401 Westcl	04/08/2021	1,500.00
Total for Check Number 133608:				1,500.00
133609	MER12502 621123	MERCHANTS BUILDING MAINTENAN COVID-19 mitigation-Disinfect & sanitation of	04/08/2021	550.00
Total for Check Number 133609:				550.00
133610	NGU15981 SBAP-1-FSN	QUYNH CHI NGUYEN Reimbursement of Business Expense(s): Busines	04/08/2021	7,500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 133610:				7,500.00
133611	OCR2183 160011891	ORANGE COUNTY REGISTER OC Register/Digital Access thru 4/18/2022	04/08/2021	134.95
Total for Check Number 133611:				134.95
133612	RES2489 3063385	RESOURCE BUILDING MATERIALS Asphalt for pothole repair	04/08/2021	48.88
Total for Check Number 133612:				48.88
133613	SOC2734 03/24/21 03/24/21 03/29/21 03/29/21 03/29/21 3/29/2021	SO CAL EDISON Stanton District Light Mar Electric Service-Medians Mar Electric Service-Signals Mar Electric Service-Medians Mar Stanton District Light Mar Electricity service-Sheriff Station Mar	04/08/2021	30.79 35.81 45.40 13.46 6,454.37 1,512.72
Total for Check Number 133613:				8,092.55
133614	BCN14064 132060586	SOLEX - FUSION 01/01/21-02/28/21 LAN Lines for City Hall/FRC	04/08/2021	2,602.28
Total for Check Number 133614:				2,602.28
133615	SOU11880 3788917 3790845	SOUTH COAST A.Q.M.D Permit Fee-ICE(50-500 HP) Em Elec Gen-Diese Emissions Fees for FY20-21 for Sheriff Station	04/08/2021	421.02 136.40
Total for Check Number 133615:				557.42
133616	SPE14381 0012363030121	SPECTRUM Mar-21/Spectrum TV	04/08/2021	97.92
Total for Check Number 133616:				97.92
133617	STA2817 1633543041 1633543041 1633543041 1633543041	STAPLES BUSINESS CREDIT Supplies/Building Maintenance Office Supplies/Finance Office Supplies/P&R Restock Equipment/Supplies	04/08/2021	289.30 1,117.66 31.92 225.99
Total for Check Number 133617:				1,664.87
133618	TEL13169 ST332285	DANIEL TELLEZ Initial review found:Citation Dismissed	04/08/2021	43.00
Total for Check Number 133618:				43.00
133619	THE15968 78914	THE CODE GROUP, INC FEB-21/Cannabis Permit App Review/On-Call P	04/08/2021	1,050.00
Total for Check Number 133619:				1,050.00
133620	TUR2970 34741 34742	TURBO DATA SYSTEMS INC MAR-21/Parking Citation Processing MAR-21/Admin Citation Processing	04/08/2021	1,792.24 203.12
Total for Check Number 133620:				1,995.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
133621	UNI11850 4/5/2021	UNITED STATES POSTAL SERVICE Stanton Express Brochure-Summer 2021	04/08/2021	3,040.97
Total for Check Number 133621:				3,040.97
133622	VER3059 9875633354 9875633355	VERIZON WIRELESS Data Plans/Hotspots/CS/PW/PS 2/17/21-3/16/21 Data Plans/Hotspots/SS/CC/PC 2/17/21-3/16/21	04/08/2021	685.14 928.10
Total for Check Number 133622:				1,613.24
133623	XPR15487 2776	XPRESS URGENT CARE STANTON MAR/TB Test/Nguyen	04/08/2021	25.00
Total for Check Number 133623:				25.00
Report Total (49 checks):				1,510,053.68

**DRAFT**

MINUTES OF THE CITY COUNCIL AND PLANNING COMMISSION  
OF THE CITY OF STANTON  
SPECIAL MEETING – STUDY SESSION APRIL 13, 2021

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 5:05 p.m. by Mayor Shawver / Vice Chairman Marques.

3. **PLEDGE OF ALLEGIANCE**

Led by Planning Commissioner Thomas Adams.

4. **ROLL CALL – CITY COUNCIL**

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

Absent: None.

Excused: None.

**ROLL CALL – PLANNING COMMISSION**

Present: Commissioner Adams  
Commissioner Ash  
Commissioner Norgaard  
Vice Chairman Marques

Absent: Chairman Frazier

Excused: None.

5. **ORAL COMMUNICATIONS – PUBLIC** None.

# DRAFT

## SPECIAL ORDERS OF THE DAY

### 6. NEW BUSINESS

#### 6A. STUDY SESSION ON 6<sup>TH</sup> CYCLE HOUSING ELEMENT UPDATE

The City of Stanton is updating its Housing Element for the 2021-2029 planning period to identify goals and strategies to meet the housing needs of all existing and future residents. The consultant team (De Novo Planning Group) will present an overview of the update process, details of the housing needs assessment, opportunities to meet the City's regional housing needs, and public comments and feedback received during the virtual housing workshop and from the housing surveys.

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

Presentation by Mr. Perry Banner, De Novo Planning.

The City Council received and filed the report.

7. **ADJOURNMENT** Motion/Second: Shawver  
Motion carried at 6:24 p.m.

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MAYOR

ATTEST:

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CITY CLERK



# DRAFT

## MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING APRIL 13, 2021

### 1. CALL TO ORDER / CLOSED SESSION

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:25 p.m. by Mayor / Chairman Shawver.

### 2. ROLL CALL

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

Absent: None.

Excused: None.

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

### 4. CLOSED SESSION

The members of the Stanton City Council/Stanton Successor Agency/Stanton Housing Authority of the City of Stanton called for a recess at 6:25 p.m. and reported that the City Council will proceed into closed session once all items on the agenda have been heard.

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

Mars Olsen, Duane Denny Elizondo and Douglas Dionne vs. City of Stanton, Orange County Superior Court Case Number: 30-2020-01169774-CU-CR-CXC

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

The meetings were called to order at 6:31 p.m. by Mayor / Chairman Shawver.

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## 6. ROLL CALL

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

Absent: None.

Excused: None.

## 7. PLEDGE OF ALLEGIANCE

Led by Council Member Carol Warren.

## 8. SPECIAL PRESENTATIONS AND AWARDS

**8A.** Presentation by Mr. Eric O'Donnell, Townsend Public Affairs, providing the City Council with an update on State and Federal Legislation.

**8B.** Mayor Shawver and Members of the City Council proclaimed the month of April 2021 to be DMV/Donate Life California Month in the City of Stanton.

- OneLegacy Ambassador Rene Sorrentino expressed her gratitude to the City Council, shared her legacy story, and reported on Donate Life's upcoming Donate Life Run/Walk virtual event.

**8C.** Mayor Shawver and Members of the City Council proclaimed the month of April 2021 to be Child Abuse Prevention Awareness Month in the City of Stanton.

- Mr. Eldon Baker, Raise Foundation expressed his gratitude to the City Council, reported on the foundations mission, and provided the City Council with an update on their current events and operations.

## 9. CONSENT CALENDAR

Mayor Shawver pulled item 9M from the Consent Calendar for separate discussion.

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

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## **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 March 11, 2021 – March 25, 2021, in the amount of \$474,651.88.

**9C. APPROVAL OF MINUTES**

1. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – March 9, 2021; and
2. The City Council approved Minutes of Joint Special Meeting – March 23, 2021; and
3. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – March 23, 2021.

**9D. FEBRUARY 2021 INVESTMENT REPORT**

The Investment Report as of February 28, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

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

The Investment Report as of February 28, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

### **9F. AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE FY 21/22 SLURRY AND RECONSTRUCTION PROJECT TO TAIT & ASSOCIATES**

The FY 21/22 Slurry and Reconstruction Project will improve infrastructure throughout the City of Stanton. Staff recommends that the firm TAIT & Associates be retained for the design services of this project.

1. The City Council approved a Professional Services Agreement with TAIT & Associates for design support and development of plans for the FY 21/22 Slurry and Reconstruction Project the maximum contract sum of \$98,410; and
2. Authorized the City Manager to bind the City of Stanton and TAIT & Associates in a contract to provide these services; and
3. Declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

### **9G. APPROVAL OF CONTRACT AMENDMENT #1 EXTENDING THE CONTRACT WITH BEAR ELECTRICAL SOLUTIONS, INC. TO PROVIDE PROFESSIONAL TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES**

A contract was awarded to Bear Electrical Solutions, Inc. at the June 12, 2018 City Council meeting to provide maintenance services for our Traffic Signals and Street lights. The contract can be extended twice for one-year periods and is set to terminate on June 30, 2021. The contractor has requested an extension of the contract for two additional years at the same costs. At this time the City can award a one-year extension. The contract would expire on June 30, 2022.

1. The City Council declared that the project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301 (c) as replacement of existing facilities; and

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2. Approved Contract Amendment #1 with Bear Electrical Solutions, Inc.; and
3. Authorized the City Manager to bind the City of Stanton and Bear Electrical Solutions, Inc. in a contract amendment.

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

The Revenue and Expenditure Report for the month ended February 28, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of February 28, 2021.

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 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended February 28, 2021.

### **9I. RESOLUTION APPROVING INTERFUND LOAN AGREEMENT FROM GENERAL FUND TO THE LIGHTING MAINTENANCE DISTRICT FUND**

On March 23, 2021, the City Council approved the early payoff of the outstanding capital lease with Bank of the West. In addition, the City Council approved a loan from the General Fund to the Lighting Maintenance 1919 Act Fund for \$959,440 at an annual interest rate of 1.5% to fund the early payoff to Bank of the West. The final payment of \$959,440 was made to the bank on March 31, 2021. The proposed resolution approving the promissory note for the interfund loan is included as Attachment A to this staff report.

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. Adopted Resolution No. 2021-09, approving a loan from the General Fund to the Lighting Maintenance 1919 Act Fund, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A LOAN IN AN AMOUNT NOT TO EXCEED \$959,440 FROM THE GENERAL FUND (FUND**

## **DRAFT**

### **101) TO THE LIGHTING MAINTENANCE 1919 ACT FUND (FUND 224) TO REPAY IN FULL THE MUNICIPAL LEASE AGREEMENT WITH BANK OF THE WEST”.**

#### **9J. ACCEPTANCE OF THE FY 20/21 CITY BUILDINGS ABATEMENT AND DEMOLITION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The FY 20/21 City Buildings Abatement and Demolition Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$91,800.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of April 13, 2021 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the FY 20/21 City Buildings Abatement and Demolition Project was for \$91,800.00.

1. The City Council declared this project categorically exempt under the California Environmental Quality Act (“CEQA”) under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Accepted the completion of improvements for the FY 20/21 City Buildings Abatement and Demolition Project, as certified by the City Engineer, and affixed the date of April 13, 2021 as the date of completion of all work on this project; and
3. Approved the final construction contract amount of \$91,800.00 with Interior Demolition, Inc. and
4. Directed the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Recorder of the County of Orange; and
5. Directed City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the “Notice of Completion,” to make the retention payment to Interior Demolition, Inc. in the amount of \$4,590.00.

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### **9K. ACCEPTANCE OF THE 2020 SEWER REPLACEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The 2020 Sewer Replacement Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$213,128.25. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of April 13, 2021 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the 2020 Sewer Replacement Project was for \$199,299.00. Change orders approved at staff level did not exceed the 10% maximum authorized at the time of award. Additional costs arose throughout the project in the total of \$13,829.25. This change order was for the removal of abandoned steel casting (water well pipe) not shown on the as-builts.

1. The City Council declared this project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c - Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Accepted the completion of improvements for the 2020 Sewer Replacement Project, as certified by the City Engineer, and affixed the date of April 13, 2021 as the date of completion of all work on this project; and
3. Approved the final construction contract amount of \$213,128.25 with GRBCON, Inc.; and
4. Directed the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Recorder of the County of Orange; and
5. Directed City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to GRBCON, Inc. in the amount of \$10,656.41.

### **9L. AWARD OF A CONTRACT FOR THE 2021 CITYWIDE TRAFFIC SIGNAL EQUIPMENT IMPROVEMENTS**

The construction bids for the 2021 Citywide Traffic Signal Equipment Improvements project consisting of installation of new traffic controllers, ADA-compliant push buttons and cabinets with battery backup. Based on post-bid analysis of the five (5) bids received, staff determined that the construction bid submitted by Econolite Systems, Inc. to be the lowest responsible bid at \$109,783.85. Staff recommends the City Council award the contract for the proposed services to Econolite Systems, Inc.

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1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Awarded a contract for the 2021 Citywide Traffic Signal Equipment Improvements to Econolite Systems, Inc. for the amount of \$109,783.85; and
3. Authorized the City Manager to bind the City of Stanton and Econolite Systems, Inc. in a contract for the 2021 Citywide Traffic Signal Equipment Improvements; and
4. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

### **9N. AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE DEVELOPMENT OF A LOCAL HAZARD MITIGATION PLAN TO ATLAS PLANNING SOLUTIONS**

The City obtained a grant in late 2020 for the creation of a Local Hazard Mitigation Plan. Staff recommends that the firm Atlas Planning Solutions be retained to create this plan.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Approved a Professional Services Agreement with Atlas Planning Solutions for the development of a Local Hazard Mitigation Plan the maximum contract sum of \$59,250; and
3. Appropriated \$22,000 from the General Fund's available balance for this project; and
4. Authorized the City Manager to bind the City of Stanton and Atlas Planning Solutions in a contract to provide these services.

## **END OF CONSENT CALENDAR**



## **DRAFT**

### **9M. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES WITH ECONOMICS, INC.**

On August 1, 2013, the City retained EcoNomics, Inc. to assist with the filing of the CalRecycle annual report and keep our city in compliance with State regulations regarding refuse, recycling, and organic disposal. Additional regulations have increased over the years for the need for their services. The attached revised agreement increases the term of and compensation for these services.

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

Motion/Second: Shawver/Warren

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

Motion carried:

1. The City Council declared that the project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15308 – Action by regulatory agencies for protection of the environment; and
2. Directed staff to proceed with the creation and release of a Request for Qualifications (RFQ) for environmental compliance consulting services.

### **10. PUBLIC HEARINGS**      None.

### **11. UNFINISHED BUSINESS**

#### **11A. APPROVAL OF ORDINANCE NO. 1108**

This Ordinance was introduced at the regular City Council meeting of March 23, 2021.

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

Motion/Second: Shawver/Taylor

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

# DRAFT

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1108, entitled:

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

2. The City Council adopted Ordinance No. 1108.

## **11A. APPROVAL OF ORDINANCE NO. 1109**

This Ordinance was introduced at the regular City Council meeting of March 23, 2021.

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

Motion/Second: Van/Ramirez

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1109, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING STANTON MUNICIPAL CODE TITLE 2, ADMINISTRATION AND PERSONNEL, CHAPTER 2.28, PLANNING COMMISSION, SECTION 2.28.020, MEMBERSHIP, AND AMENDING TITLE 2, ADMINISTRATION AND PERSONNEL, CHAPTER 2.32, PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION, SECTION 2.32.020, MEMBERSHIP, TO REPEAL THE QUALIFIED ELECTOR REQUIREMENT FOR SERVING ON APPOINTED COMMISSIONS”;** and

2. The City Council adopted Ordinance No. 1109.

# DRAFT

## 12. NEW BUSINESS

### 12A. PRESENTATION OF PAVEMENT MANAGEMENT PLAN UPDATE

The 2021 update to the City's Pavement Management Plan has been prepared by the City's consultant NCE. The report is being presented to the City Council for their review.

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

The City Council received and filed the 2021 update to the City's Pavement Management Plan.

### 12B. POTENTIAL PARKETTE FOR THE INTERSECTION AT ORANGEWOOD AVENUE AND SANTA ROSALIA STREET

At the January 26, 2021 City Council meeting, Councilmember Van requested that future plans for the intersection at Orangewood Avenue and Santa Rosalia Street be agendaized for discussion. City Council directed staff to proceed with research and options for the site. Included in this report is a conceptual design for a parkette and the estimated cost to complete.

Staff report by Ms. Zenia Bobadilla, Community Services Director.

1. The City Council reviewed, received, and filed the staff report regarding the potential parkette at Orangewood Avenue and Santa Rosalia Street, conceptual design for the parkette, and the estimated completion costs; and
2. Directed staff to research design concepts for a possible dog park or passive park.

13. ORAL COMMUNICATIONS – PUBLIC                      None.

14. WRITTEN COMMUNICATIONS                              None.

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

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

- Mayor Pro Tem Taylor reported on his attendance at a Crosspointe Village Board Meeting and requested that the City inspect and research the possibility of restriping the lanes on Village Center Drive.
- Mayor Pro Tem Taylor reported on his attendance at the Bridges at Kraemer Place Community Advisory Board meeting, which was held on March 24, 2021.

## DRAFT

- Council Member Warren reported that the City of Stanton was ranked as the 46<sup>th</sup> safest city in California in the SafeWise's California's Safest Cities of 2021.
- Mayor Shawver reported on his attendance at a Human Rights Rally, which was held in the City of Westminster.

### **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:

- Strategic Plan Review and Update.
- Mid-Year Budget Review
- Discussion regarding the City's participation in the Community Choice Aggregation program.

### **15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE INCORPORATION OF THE MAC ISLAND NEIGHBORHOOD**

At the March 23, 2021 City Council meeting, Council Member Warren requested that this item be agendaized for discussion.

The City Council questioned staff regarding concerns with increased costs, housing needs, request for costs analysis.

Motion/Second: Taylor/Ramirez

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

Motion unanimously carried:

Consensus was received and the City Council directed staff to conduct research and a costs analysis and further directed staff to bring this item back for City Council review once the study has been completed.

## **DRAFT**

### **15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING ESTABLISHING A NOTICE AND FINE SCHEDULE FOR DILAPIDATED PROPERTIES WITHIN THE CITY**

At the March 23, 2021 City Council meeting, Council Member Warren requested that this item be agendaized for discussion.

The City Council questioned staff regarding concerns with increased costs, housing needs, request for costs analysis.

Motion/Second: Taylor/Warren

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

Motion unanimously carried:

Consensus was received and the City Council directed staff to conduct research and further directed staff to bring this item back for City Council review once the research has been completed.

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

None.

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

Mr. Jarad L. Hildenbrand, City Manager, reported on the City's partnership with the County of Orange in hosting of a Point of Distribution (POD) site at the Stanton Community Center.

Mr. Jarad L. Hildenbrand, City Manager, reported on the departure of Mr. Allan Rigg, Public Works Director / City Engineer.

The City Council expressed their gratitude and best wishes on a new journey to Mr. Allan Rigg, Public Works Director / City Engineer.

# DRAFT

## 17A. ORANGE COUNTY FIRE AUTHORITY

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

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

The members of the Stanton City Council / Successor Agency / Housing Authority of the City of Stanton proceeded into closed session at 8:30 p.m.

The City Council / Successor Agency / Housing Authority reconvened in open session at 8:58 p.m.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 8:30 to 8:58 p.m.

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

## 18. ADJOURNMENT      Motion/Second: Shawver/ Motion carried at 8:59 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

# CITY OF STANTON

## REPORT TO CITY COUNCIL

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

**DATE:** April 27, 2021

**SUBJECT: PURCHASE OF THREE VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY USING AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDING**

### REPORT IN BRIEF:

Staff is requesting that the City Council authorize the purchase of three (3) Toyota Rav-4's with emergency safety lighting utilizing previously budgeted AQMD funding. These vehicles would be used to support the efforts of the Outreach Coordinator position as well as replace two (2) obsolete Code Enforcement vehicles using previously budgeted, but unused AQMD funding.

### RECOMMENDED ACTION:

1. City Council declare this action is not a project per the California Environmental Quality Act; and
2. Authorize the City Manager to approve the purchase of three (3) vehicles with emergency safety lighting for use by the Department of Public Safety with no impact to the General Fund using previously budgeted AQMD funding.

### BACKGROUND:

While preparing the FY 2020-21 operating budget, \$140,000 was budgeted for the purchase of hybrid vehicles that met the criteria to use funding from the Air Quality Management District (AQMD) to replace trucks in the Public Works Department. It was subsequently determined that a hybrid model truck that met the needs of the Public Works Department did not exist, subsequently additional funds were approved to facilitate the purchase of trucks with the suitable utility.

The Department of Public Safety developed the need to add a vehicle to support the Outreach Coordinator positions after the completion of the budget preparation process. The Outreach Coordinator position conducts extensive work in the field and currently lacks a suitable vehicle, it is critical for these vehicles to include safety lighting and the ability to transport individuals as part of the provision of services to the homeless

community. While analyzing available funding opportunities to purchase a vehicle for the Outreach Coordinators, it was determined that AQMD was budgeted and would go unused based on the lack of suitable trucks for the Public Works Department. Due to the amount budgeted, the Department of Public Safety recommends replacing two (2) Ford Fusions that are over 10 years old, in need of constant repair and lack the utility of the larger Rav-4.

The Department of Public Safety has been searching for over 4-months for suitable vehicles to fulfill the aforementioned purposes. Due to Covid-19 related inventory issues, these vehicles have not been available. Quotes have been obtained from multiple vendors regarding individual vehicles, however a dealer has not been able to provide three (3) vehicles of the suitable color and package until now. Huntington Beach Toyota contacted staff to inform them that three (3) white Rav-4 Hybrid models were available of the next eight (8) to ten (10) weeks. Huntington Beach Toyota is the only vendor able to fulfill the order in the reasonable proximity.

Authorization will be sought to designate two (2) 2011 Ford Fusions as surplus at a future date.

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

The purchase of three (3) Toyota Rav-4's by the Department of Public Safety using AQMD funding would accomplish multiple objectives. Approving the purchase would result in the provision of a key resource to for the Outreach Coordinators providing services to the homeless community as well as replace two (2) outdated Code Enforcement vehicles that lack reliability and utility. These objectives would be accomplished with no impact on the General Fund.

#### **FISCAL IMPACT:**

The Department of Public Safety is requesting to use up to \$123,000 of the previously budgeted \$140,000 of AQMD funding for the purchase of three (3) vehicles including the installation of emergency safety lighting. There will be no impact on the General Fund.

#### **ENVIRONMENTAL IMPACT:**

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

#### **LEGAL REVIEW:**

None.



**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Objective1: Provide a safe community.

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

**PUBLIC NOTIFICATION:**

Through the regular agenda process.

Prepared By:

/s/ James J. Wren

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James J. Wren  
Public Safety Services Director

Concurred by:

/s/ Michelle Bannigan

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Michelle Bannigan  
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** April 27, 2021

**SUBJECT: PUBLIC HEARING TO CONSIDER PUBLIC BENEFIT AGREEMENT WITH RODEO 39 MARKETPLACE, LLC AND A RELATED ECONOMIC DEVELOPMENT SUBSIDY REPORT**

### **REPORT IN BRIEF:**

Consideration of an economic development subsidy report and approving a public benefit agreement disbursing an economic development subsidy loan to Rodeo 39 Marketplace, LLC, to help ensure the long-term viability of Rodeo 39 and the economic vitality of the City.

### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(8) and 15061(b)(3) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Conduct a Public Hearing pursuant to California Government Code Section 53083; and
3. Adopt Resolution No. 2021-13, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING A PUBLIC BENEFIT AGREEMENT BY AND BETWEEN THE CITY OF STANTON AND RODEO 39 MARKETPLACE, LLC, AND APPROVING SAID PUBLIC BENEFIT AGREEMENT."**

## **BACKGROUND:**

Rodeo 39 Marketplace, LLC (“Developer”), operates Rodeo 39 Public Market and Shops (“Rodeo 39”), located at 12885 Beach Blvd. in the City of Stanton. The center, which was redeveloped by the Developer’s affiliate, Frontier Village Center LLC (“Frontier”), was a blighted and underutilized shopping center. Today, it is a state-of-the-art food hall that features more than a dozen unique (non-chain) restaurants. It also includes entertainment such as a virtual reality arcade, services including a nail shop and tattoo parlor, and boutique stores. Despite having its grand opening during the pandemic, Rodeo 39 has quickly become a gathering place for residents and visitors, alike.

To ensure Rodeo 39’s long-term viability and to obtain certain concessions from the Developer, as described below, the City has negotiated a Public Benefit Agreement (“Agreement”) with the Developer.

Under the proposed Agreement, the City would provide the Developer with an economic development subsidy loan of \$2.25M following the Agreement’s execution. The Agreement requires the Developer to pay the City back through a tax sharing arrangement. Specifically, between October 1, 2022 through October 1, 2030, the Developer would be given a credit of 50 percent of the tax revenue earned from Rodeo 39 and the standalone restaurants on the site, Raising Cane’s and In-N-Out, which were developed in 2018 by Frontier. The tax sharing credits received by the Developer would be applied toward its repayment of the \$2.25M loan.

The tax revenue sharing begins in 2022 to account for pandemic-related governmental regulations that have restricted Rodeo 39 from operating at full capacity. The Developer would also be credited with 50 percent of the tax revenues earned from Rodeo 39 and the standalone restaurants, from their opening dates through October 1, 2022.

In exchange for providing the economic subsidy loan, the proposed Agreement provides that Developer will operate Rodeo 39 as a commercial retail center for at least 10 years. During that period, the Developer would maintain the entirety of the site in good condition, as defined in the proposed Agreement. Provisions are in place that require the Developer to pay the balance of the loan (less any tax credits earned) if the Developer sells or transfers any portion of the property to another buyer or goes into bankruptcy. Moreover, if at the end of the Agreement’s term the \$2.25M has not been paid back through the tax sharing arrangement, then the City may require the Developer to pay the outstanding amount (less any credits earned) at that time.

## **ANALYSIS/JUSTIFICATION:**

Government Code section 53083 allows public agencies like the City to use public funds to stimulate economic development within the City. Among other things, the law allows a public agency to provide bonds, grants, loans, fee waivers, tax exemptions, tax credits and other incentives in order to encourage economic growth within its jurisdiction. Prior

to providing such an economic subsidy, the City must publicly issue an “economic subsidy report” detailing, among other things, the amount of the subsidy and its beginning and end dates, the projected tax revenue the proposed subsidy is estimated to generate, and the subsidy’s public purpose.

Here, the proposed economic development subsidy loan will allow Rodeo 39 to continue operating a state-of-the-art food hall and shops for at least the next decade and help ensure that the City will avoid the previously endemic blight conditions at the site. The City has a strong interest in Rodeo 39’s long-term viability, which is the primary purpose of the economic subsidy.

The center’s future success has many public benefits. Among other things, Rodeo 39 provides significant employment and employment opportunities to the citizens of Stanton and the surrounding region. There are approximately 44 full-time jobs and approximately 154 part-time jobs available Rodeo 39, even with pandemic-related restrictions in place. Providing the economic subsidy will assist the Company in maintaining that level of employment.

Rodeo 39 also provides sales tax revenue to the City that would otherwise not be available. The City anticipates Rodeo 39 will result in approximately \$200,000 of tax revenue, annually, based on tax revenues that were collected while pandemic-related restrictions have been in place. This total includes the local one-cent sales and use tax as well as the voter-approved 1% transaction and use tax. Once pandemic-related restrictions are lifted, tax revenues should increase. The needed sales tax revenue generated from Rodeo 39 may be used by the City for the funding of essential public services and facilities, including, but not limited to, public safety services and facilities, public improvements, and recreational opportunities.

Moreover, Rodeo 39 has served as a catalyst in improving economic and physical conditions in the City. The once-depressed site is now a modernized and bustling gathering space for residents and visitors. Rodeo 39 fosters a business and civic environment that has attracted additional investment in the City, which assists the City in its goal of furthering the development of the entire community.

If the City Council approves of the economic subsidy report and authorizes the execution of the proposed Agreement, the report will be posted on the City’s website for the subsidy’s duration. As required by statute, within five years of issuing the subsidy, the City will hold another public hearing to review the report.

#### **FISCAL IMPACT:**

The City would provide Rodeo 39 Marketplace, LLC, an economic development subsidy loan totaling \$2.25M from the General Fund.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(8) and 15061(b)(3) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**LEGAL REVIEW:**

Both the Public Benefit Agreement and the Economic Development Subsidy Report have been reviewed and approved by the City Attorney's Office.

**STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:**

- 2. Provide a strong local economy.
- 5. Provide a high quality of life.

**PUBLIC NOTIFICATION:**

Notice was posted in three public places within the City and on the City's website for a public hearing to be held on April 27, 2021.

Prepared by:

Approved as to form by:

/s/ Jason Huynh

/s/ HongDao Nguyen

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Jason Huynh  
Management Intern

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HongDao Nguyen  
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

**Attachment:**

- A. Resolution No. 2021-13

# Attachment: A

## RESOLUTION NO. 2021-13

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING A PUBLIC BENEFIT AGREEMENT BY AND BETWEEN THE CITY OF STANTON AND RODEO 39 MARKETPLACE, LLC, AND APPROVING SAID PUBLIC BENEFIT AGREEMENT**

**WHEREAS**, the City of Stanton (“City”) wishes to support and encourage economic and business development in the community, including the generation of municipal revenues to provide necessary public services and facilities; and

**WHEREAS**, Rodeo 39 Marketplace, LLC (“Rodeo 39”), a California limited liability company, operates the Rodeo 39 Public Market and Shops, located at 12885 Beach Blvd, Stanton, CA 90680; and

**WHEREAS**, the tenants of Rodeo 39 Public Market and Shops are expected to generate significant new local sales tax revenues for the City; and

**WHEREAS**, the City and Rodeo 39 have negotiated a Public Benefit Agreement (“Agreement”), attached hereto as Exhibit B and incorporated herein by reference, for the retention of the Rodeo 39 Public Market and Shops in the City; and

**WHEREAS**, pursuant to that Agreement, the City has agreed to provide Rodeo 39 a one-time, forgivable loan of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000); and

**WHEREAS**, the City has agreed to credit fifty percent (50%) of the sales tax revenue payable to the City that is generated by the Rodeo 39 Public Market and Shops and the Raising Cane’s and In-N-Out restaurants (12775 and 12975 Beach Blvd, respectively) located in the Rodeo 39 Public Market and Shops parking lot towards repayment of the aforementioned loan; and

**WHEREAS**, based on information provided by City staff, and other such written and oral evidence as presented to the City, the City finds and determines that the allocation of funds to Rodeo 39 pursuant to the Agreement is reasonably related to a legitimate governmental purpose in that the retention of the marketplace will provide numerous public benefits, including:

- Generating substantial revenue for the City through additional local sales tax revenue which may be used by the City for the funding of necessary public services and facilities, including, but not limited to, public improvements and recreational opportunities that otherwise may not be available to the community for many years; and

- Retaining jobs and providing opportunity for additional job growth throughout the term of this Agreement; and
- Increasing services and economic activity in the area, which may attract additional businesses and investment in the community; and
- Maintaining economic diversity in the community and stimulating the economic recovery of the region; and

**WHEREAS**, in accordance with Government Code Section 53083, the City prepared and made available to the public, including on its website, the Economic Development Subsidy Report (“EDSR”) attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, in accordance with Government Code Section 53083, the City held a noticed public hearing on April 27, 2021 to consider all written and oral comments on the EDSR; and

**WHEREAS**, pursuant to Public Resources Code Section 21067 and State CEQA Guidelines Section 15367, the City is the lead agency for purposes of the Agreement; and

**WHEREAS**, the City has determined that the acceptance of the EDSR and approval of the Agreement are not a “project” pursuant to State CEQA Guidelines Section 15378(b)(8) because the EDSR and Agreement involves the creation of a government funding mechanism, or other fiscal activity, that does not involve any commitment to any specific project which may result in a direct or indirect physical change in the environment; and

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

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

**SECTION 1.** The recitals above are true and correct and are hereby incorporated and made an operative part of this Resolution.

**SECTION 2.** The City Council additionally finds and determines that (a) there are identifiable public purposes fulfilled by the Agreement, as set forth in the Recitals, that outweigh the benefit to private persons; and (b) the findings set forth in this Resolution are based upon substantial written and oral evidence presented to the City Council.

**SECTION 3.** The City Council hereby finds that in pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code, § 21000 et seq.) and the CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.), the acceptance of the EDSR and approval of the Agreement are not a “project” for the purposes of CEQA and therefore

are not subject to CEQA review. The Agreement and EDSR are not a project pursuant to State CEQA Guidelines Section 15378(b)(8), which states that government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant effect on the environment are not subject to CEQA. Further, the Agreement and EDSR are not a project under State CEQA Guidelines Section 15061(b)(3), which states that CEQA does not apply where it can be seen with certainty that there is not possibility that the activity in question may have a significant effect on the environment. Here, the Agreement and EDSR are fiscal activities of the City. Rodeo 39 Public Market and Shops is an existing in-city operation that functions in accordance with existing and valid permits. Should Rodeo 39 desire to expand its business or operations in the future, Rodeo 39 would be required to secure any and all governmental permits, including compliance with CEQA.

**SECTION 4.** The City Council finds and determines that the EDSR is in compliance with applicable law and specifically Government Code Section 53083.

**SECTION 5.** The City Council hereby approves the Agreement in the form attached hereto as Exhibit B. The City Council hereby authorizes the City Manager, with the concurrence of the City Attorney, to execute said Agreement. The City Manager is hereby authorized to take any additional steps necessary to facilitate the intent of this action.

**SECTION 6.** The City Manager or his or her designee is hereby authorized and directed to, on behalf of the City, execute any and all documents in accordance with this Resolution and applicable law.

**SECTION 7.** If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable. The City declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**SECTION 8.** This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** this 27<sup>th</sup> day of April, 2021.

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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. 2021-13 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 27, 2021, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

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

**EXHIBIT A**  
**ECONOMIC DEVELOPMENT SUBSIDY REPORT**

[Attached behind this cover page]

**EXHIBIT B**  
**PUBLIC BENEFIT AGREEMENT**

[Attached behind this cover page]

**ECONOMIC DEVELOPMENT SUBSIDY REPORT  
PURSUANT TO GOVERNMENT CODE SECTION 53083  
FOR OPERATING COVENANT AGREEMENT  
BY AND BETWEEN  
CITY OF STANTON  
AND RODEO 39 MARKETPLACE, LLC**

Pursuant to Government Code Section 53083, the City Council of the City of Stanton must hold a noticed public hearing and, prior to the public hearing, provide all of the following information in written form and available to the public and through the City's website, regarding a proposed economic development subsidy to be provided by the City pursuant to a Public Benefit Agreement ("Agreement") by and between the City of Stanton ("City") and Rodeo 39 Marketplace, LLC ("Company"). Notice was posted in three public places within the City and on the City's website for a public hearing to be held on April 27, 2021.

The purpose of this report is to provide the information required pursuant to Government Code Section 53083 in regard to the Agreement. This report shall remain available to the public and posted on the City's website until the end date of the economic development subsidy, as further described in number 2 below.

**1. The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy.**

The Agreement is with Rodeo 39 Marketplace, a California limited liability company. Rodeo 39 Marketplace, LLC operates the Rodeo 39 Public Market and Shops ("Rodeo 39"), located at 12885 Beach Blvd, Stanton, CA 90680. Rodeo 39 Marketplace, LLC is the sole beneficiary of the economic development subsidy.

Rodeo 39 Marketplace, LLC  
31791 Los Rios St  
San Juan Capistrano, CA 92675  
Attn: Dan M. Almquist

**2. The start and end dates and schedule, if applicable, for the economic development subsidy.**

Upon City Council approval, the economic development subsidy loan will be disbursed to the Company within fifteen (15) calendar days after the Agreement's effective date. The repayment term for the economic development subsidy loan will begin October 1, 2022. The loan repayment begins in 2022 to account for the pandemic-related governmental regulations that have restricted Rodeo 39 from operating at maximum capacity.

Unless otherwise extended, the repayment term for the economic development subsidy loan will end at the earliest of the following:

(a) the maximum re-payment of \$2.25M (present value), which is subject to the tax sharing, as described in Number 3, below;

(b) within fifteen (15) days of the sale, transfer, or assignment of any portion of the Rodeo 39 property, the bankruptcy of Rodeo 39 Marketplace, LLC, or the Company's default (as defined in the Agreement), in which the Company shall be required to pay the City the remaining balance of the loan, minus any tax sharing credits earned, as described in Number 3, below; or

(c) October 1, 2030, if the \$2.25M has been repaid by this date.

**3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.**

The City will provide the Company an economic development subsidy loan totaling Two Million Two Hundred Twenty-Five Thousand Dollars (\$2.25M) ("Principal").

The loan will be repaid through a credit equal to fifty percent (50%) of the sales tax revenue payable to the City that is generated by Rodeo 39, Raising Cane's, and In-N-Out restaurants (12775 and 12975 Beach Blvd., respectively) beginning from October 1, 2022 to October 1, 2030. The loan repayment begins in 2022 to account for the pandemic-related governmental regulations that have restricted Rodeo 39 from operating at maximum capacity. The Company will also be retroactively credited with the following:

A. Fifty percent (50%) of the sales tax revenue payable to the City that was generated by the Raising Cane's and In-N-Out restaurants from their opening in approximately September 2019, through September 30, 2022; and

B. Fifty percent (50%) of the sales tax revenue payable to the City that was generated by Rodeo 39 from its opening date in approximately September 2020, through September 30, 2022.

The estimated amount of these credits is approximately \$567,000, which is calculated as follows: using sales and use tax and City Measure GG tax that was collected by the City for retail sales through December 31, 2020, and estimating the amount of sales and use tax and City Measure GG tax that the City expects to collect for retail sales occurring through September 30, 2022.

If there is a balance outstanding at the end of the Agreement's term, on October 1, 2030, the City and Company will meet and confer to determine the amount of the balance, and the terms of how the balance will be repaid, the term extended, or the balance otherwise forgiven.

**4. A statement of the public purposes for the economic development subsidy.**

Rodeo 39 is a state-of-the-art food hall establishment in which more than a dozen unique (non-chain) restaurants currently operate. It also includes entertainment options such as a virtual reality arcade, retail shops, and services including a tattoo parlor and nail shop. It features three outdoor patios for dining and leisure. In a City with no traditional “downtown,” Rodeo 39 has quickly become a gathering place where residents and visitors can eat, shop, and find entertainment. In 2018, the Company’s affiliate also developed the nearby restaurant sites that are now Raising Cane’s and In-N-Out, located at 12775 and 12975 Beach Blvd., respectively. Prior to the Company’s development of the site, it was a blighted and underutilized shopping center.

The economic subsidy will support Rodeo 39 and assist the Company in recouping a portion of its significant development costs to help ensure Rodeo 39’s long-term viability. The shopping center is a valuable community asset in not only the City but also the surrounding region. It provides significant employment and employment opportunities to Stanton citizens and the surrounding region, as well as sales tax revenue to the City that would not otherwise be available.

Rodeo 39’s development also serves the public purpose of fostering a business and civic environment that has attracted additional businesses and investment in the community. It has increased the availability of public and private services, and economic activity resulting therefrom. That has assisted the City in its goal of furthering community development and improving the economic and physical conditions in the City.

Under the Agreement, the Company will be required to provide the City with annual profit loss statement so that the City may evaluate the Company’s financial health, and as an extension, Rodeo 39’s financial health. Within four years of the execution of the Agreement, the City and Company will meet and confer to evaluate the actual benefits of the subsidy, as required under Government Code section 53083.

**5. The projected tax revenue to the local agency as a result of the economic development subsidy.**

The City anticipates Rodeo 39 will result in approximately Two Hundred Thousand Dollars (\$200,000) of tax revenue, annually, while the subsidy is in effect. This projection is based on tax revenues that were collected during a time of pandemic-related governmental regulations that have restricted the center’s restaurants and shops from operating at full capacity. This estimated total includes the local one-cent sales and use tax as well as the voter-approved 1% transaction and use tax authorized by City Measure GG.

Additionally, the City anticipates the individual businesses in Rodeo 39 to pay annual business license fees. There will be an increase of property taxes.

**6. The estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.**

The economic development subsidy will assist the Company in helping create and maintain a number of jobs in the City over the term of the Agreement as follows:

- Up to 44 full-time jobs
- Up to 154 part-time jobs

## CITY OF STANTON

### **PUBLIC BENEFIT AGREEMENT**

(Rodeo 39 Public Market and Shops)

THIS PUBLIC BENEFIT AGREEMENT (this “**Agreement**”) is dated April \_\_\_\_\_, 2021, for identification purposes only, by and between RODEO 39 MARKETPLACE LLC, a California limited liability company (the “**Developer**”), and the CITY OF STANTON, a municipal organization organized under the laws of the State of California (the “**City**”). The Developer and the City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.” This Agreement is entered into with respect to the following recited facts (each, a “**Recital**”):

### RECITALS

A. The Developer is a wholly owned subsidiary of Frontier Village Center LLC, a California limited liability company. The Developer operates the Shopping Center (as defined in Section 1.8) at 12885 Beach Blvd, in Stanton, CA (the “**Site**”) as further described in Exhibit “A” attached hereto and incorporated herein by reference, which is owned by Frontier Village Center LLC; and

B. The City recognizes that the Shopping Center provides significant employment and employment opportunities to the citizens of Stanton and sales tax revenue to the City that would otherwise not be available; and

C. The City also recognizes that the Shopping Center contributes to the economic vitality of the City, will continue to provide jobs and employment opportunities in the City, expand the City’s tax base and otherwise improve the City’s economic and physical conditions; and

D. Prior to entering into this Agreement, Developer and its affiliates have made substantial monetary investments totaling tens of millions of dollars, which includes the development of the Restaurants, as defined below, and the Rodeo 39 Public Market and Shops to the benefit of the Developer and its affiliates, the City and the community; and

E. The City has determined that entering into this Agreement is reasonably calculated to induce the City and the Developer and its affiliates to create desirable job opportunities for residents of the City that might not otherwise have been added to the workforce and to participate in the expansion of the economic base of the City, thus reducing the unemployment and economically blighting influences.

### AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED IN THIS AGREEMENT, THE DEVELOPER AND THE CITY AGREE AS FOLLOWS:



1. **Defined Terms.** In addition to the usage of certain terms that are defined in other sections of this Agreement, the following words and phrases are used in this Agreement, as follows, unless the particular context of the usage of a word or phrase requires another interpretation:

1.1 “**City**” means the City of Stanton, a municipal corporation organized under the laws of the State of California.

1.2 “**Default**” means and refers to: (a) any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, whether to or on behalf of a Party after fifteen (15) days written notice; (b) any failure of a Party to perform any of its obligations under this Agreement after fifteen (15) days written notice; (c) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (d) any other event or circumstance that, with passage of time or giving of written notice, or both, to the extent required, would constitute a breach of this Agreement by a Party.

1.3 “**Developer**” means Rodeo 39 Marketplace LLC, a California limited liability company.

1.4 “**Economic Development Loan**” means and refers to the sum of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) to be paid by the City to Developer pursuant to Section 2 of this Agreement.

1.5 “**Effective Date**” means the date all of the following have occurred: (a) the City has received two (2) counterpart originals of this Agreement signed by the authorized representative(s) of the Developer; (b) this Agreement is signed by the representative(s) of the City authorized by the City Council to execute this Agreement; and (c) one (1) original of this Agreement signed by the authorized representative(s) of City has been delivered by the City to the Developer.

1.6 “**Loan Year**” means and refers to the twelve-calendar month time period commencing on the Start Date and, thereafter, each successive twelve-calendar month time period until the end of the Term.

1.7 “**Restaurants**” means the Raising Cane’s located at 12775 Beach Boulevard and In-N-Out located at 12975 Beach Boulevard and the parcels of land on which they are located designated as assessor’s parcel numbers 131-701-15 and 131-701-2, respectively.

1.8 “**Shopping Center**” means the Rodeo 39 Public Market and Shops located at 12885 Beach Blvd, in Stanton, CA designated assessor’s parcel number 131-701-12.

1.9 “**Start Date**” means and refers to October 1, 2022.

1.10 “**Term**” means and refers to the period commencing on the Start Date and continuing for a period of eight (8) years until October 1, 2030.

1.11 “**Unavoidable Delay**” means and refers to a delay in either Party performing any obligation under this Agreement, except payment of money, arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction (exclusive of City), regional natural disasters, pandemics, or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition, illiquidity, or insolvency.

## 2. **Economic Development and Job Creation Loan.**

2.1 Tax Revenue Split. Developer shall be entitled to a credit equal to fifty percent (50%) of the sales tax revenue (“**Developer’s Tax Revenue Share**”) generated by the Shopping Center and Restaurants payable to the City (“**Tax Revenue**”) over the Term of this Agreement subject to the provisions of this Section 2. For example, if the Shopping Center and Restaurants generate Four Hundred Thousand Dollars (\$400,000) in Tax Revenue, Developer’s Tax Revenue Share will be Two Hundred Thousand Dollars (\$200,000). For purposes of this Agreement “Tax Revenue” means the one percent (1%) of retail sales tax the City receives on all taxable retail sales plus one percent (1%) transaction and use tax per City Measure GG.

2.2 Economic Development Loan. City agrees to provide Developer with a forgivable loan (the “**Economic Development Loan**”) in the amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) (the “**Principal**”) subject to the terms and provisions of this Section 2.

2.3 Loan Disbursement. City shall pay to Developer the full amount of the Economic Development Loan as described in Section 2.2 above within fifteen (15) calendar days after the Effective Date of this Agreement.

2.4 Tax Revenue Credit. City shall credit Developer’s Tax Revenue Share toward Developer’s repayment of the Economic Development Loan. City shall apply Developer’s Tax Revenue Share toward the Principal as the Tax Revenue is received by City.

2.5 Prior Tax Revenue Credit. Developer shall receive a credit towards the repayment of the Principal in an amount equal to fifty percent (50%) of the Tax Revenue generated by the Restaurants from their opening date of September 26, 2019 through September 30, 2022. For example, if the Restaurant’s Tax Revenue during that time period was equal to Two Hundred Thousand Dollars (\$200,000), the Principal would be reduced by One Hundred Thousand Dollars (\$100,000) and would be equal to Two Million One Hundred Fifty Thousand Dollars (\$2,150,000) after the credit was applied. Additionally, Developer shall also receive a credit towards the repayment of the Principal in an amount equal to fifty percent (50%) of the Tax Revenue generated by the Shopping Center from their opening date of September 23, 2020 through September 30, 2022.

2.6 Loan Repayment. The full amount of the outstanding Principal less any credits described in Section 2.4 and 2.5 above shall be due at the end of the Term.

2.7 Loan Forgiveness. At the end of the Term, subject to Section 3.5, below, City shall have the right but not the obligation to forgive the outstanding Principal owed to City by Developer. City's decision shall take into consideration any request or information provided by Developer.

2.8 Loan Acceleration. In the event of a sale, transfer, or conveyance of any portion of the Shopping Center, Developer's bankruptcy, or a Default under this Agreement, the full amount of the outstanding Principal less any credits described in Section 2.4 and 2.5 above shall become due and payable to City within fifteen (15) days. Such sale, transfer, or conveyance shall be in compliance with Section 5.2. In no event, however, shall any of the following be deemed to be a Default, result in the acceleration of the Term or otherwise require the Principal to be paid in full or in any respect constitute a violation of the foregoing restriction: (i) the conveyance of fee title to the Site from Frontier Village Center LLC, a California limited liability company, to the wholly owned affiliate of Frontier Village Center LLC, Beach & 22 LLC, a Delaware limited liability company, or any other wholly owned affiliate of Frontier Village Center LLC, a California limited liability company in which Dan M. Almquist remains a manager; (ii) the financing of the Shopping Center and/or the execution, delivery and/or recordation and/or filing of any security instruments in connection therewith including without limitation any deed of trust, assignment of leases and rents, security agreement, fixture filing and/or financing statement; (iii) the leasing of any space in the Shopping Center; (iv) the resignation, removal or other withdrawal of any manager of Developer, Beach & 22 LLC, a Delaware limited liability company, and/or Frontier Village Center LLC, a California limited liability company, and/or any other wholly owned affiliate of Frontier Village Center LLC, a California limited liability company, or the appointment of a new manager of any of such entities, so long as Dan M. Almquist remains a manager; (v) the appointment of springing members for Beach & 22 LLC, a Delaware limited liability company, and/or any other wholly owned affiliate of Frontier Village Center LLC, a California limited liability company, in connection with any financing of the Shopping Center; and/or (vi) the sale, redemption, grant, distribution, transfer or conveyance of any membership interests in Developer and/or Frontier Village Center LLC, a California limited liability company, or in any of its constituent entities so long as Dan M. Almquist remains a manager and continues to hold a membership interest in Developer and Frontier Village Center LLC, a California limited liability company, and/or in any constituent entities thereof.

2.9 Tax Revenue Accounting. City shall provide non-confidential documentation of the Tax Revenue and Developer's Tax Revenue Share ("**Tax Revenue Accounting**") within ninety (90) calendar days after the end of each Loan Year (the "**Accounting Period**"). Developer shall provide City with profit loss statements within ninety (90) calendar days after the end of each Loan Year.

3. **City and Developer Representations and Warranties.** The City and the Developer hereby each make all of the following representations, covenants and warranties and acknowledge that the execution of this Agreement has been made in material reliance on such representations, covenants and warranties:

3.1 Due Organization and Authority. The City is a municipal organization organized under the laws of the State of California. The Developer is a duly organized and validly existing California limited liability company. The City and the Developer each represent that they have the legal right, power and authority to enter into this Agreement and the instruments and documents referenced in this Agreement and to consummate the transactions contemplated by this Agreement. 3.2 No Breach of Other Obligations. Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which the City or the Developer are a party or by which either of them may be bound, or under law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to the City or the Developer.

3.3 Continuing Representations and Warranties. All representations and warranties contained in this Section 3 of this Agreement shall be true and correct on the Start Date and on the date of disbursement of the Principal.

3.4 Economic Development Report. Pursuant to Government Code section 53083, the Parties shall meet and confer within four years after the Effective Date for the purpose of evaluating the benefits of the Economic Development Loan so that City can prepare and issue the report required by Government Code section 53083(d). Developer shall reasonably cooperate and assist City in preparing the report.

3.5 Final Meet & Confer. If there is still an outstanding balance on the Principal at the end of the Term, the Parties shall meet and confer to determine the amount of the balance and, the terms of how the balance will be repaid, forgiven, or other alternative. City's decision shall take into consideration any request or information provided by Developer but shall ultimately be at City's sole discretion.

#### 4. **Uses.**

4.1 Operation of Site. The City and the Developer acknowledge and agree for themselves, their successors, and their assigns that, from and after the Effective Date, the Site shall be and remain developed, used and reserved for use and occupancy by the Shopping Center for use as a commercial retail center. This use restriction shall run with the Site and shall bind all successors and assigns of Developer, until the later of (1) ten (10) years after the Term, or (2) termination of this Agreement.

5. **No Discrimination or Segregation.** The City and the Developer covenant by and for themselves, their heirs, executors, administrators, successors and assigns, and all Persons claiming under or through any such Persons, and this Agreement is made and accepted upon and subject to the following conditions:

5.1 Standards. That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of

the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site nor shall the City or the Developer or any Person claiming under or through either of them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, subtenants, sublessees, or vendees in the Site.

5.2 Covenant. The provisions of Sections 3, 4, and 5 shall be covenants running with the land and shall be binding upon and inure to Developer hereto and their successors and assigns. If there is a proposed sale, transfer, or conveyance of any portion of the Shopping Center, Developer must provide thirty (30) days' written notice before close of escrow to City, evidencing that the prospective buyer of the Shopping Center has received and signed an acknowledgment of the terms of this Agreement.

6. **Maintenance Condition of the Site**. The City and the Developer for themselves, their successors and assigns, covenant and agree that:

6.1 Maintenance Standard. The entirety of the Site (inclusive of improvements) shall be maintained by the Developer in good condition and repair and in a neat, clean and orderly condition, consistent with the maintenance and operation standards customary for first quality, first class shopping centers of comparable size within the County, ordinary wear and tear and casualty excepted, including, without limitation, maintenance, repair, reconstruction and replacement of any and all asphalt, concrete, landscaping, utility systems, irrigation systems, drainage facilities or systems, grading, subsidence, retaining walls or similar support structures, foundations, signage, ornamentation, and all other improvements on or to the Site, now existing or made in the future by or with the consent of the City or their successors or assigns, as necessary to maintain the appearance and character of the Site. The obligation to maintain the Site described in the immediately preceding sentence shall include, without limitation: (i) maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability; (ii) removing all papers, mud, sand, debris, filth and refuse and thoroughly sweeping areas to the extent reasonably necessary to keep areas in a clean and orderly condition; (iii) removing or covering graffiti with the type of surface covering originally used on the affected area; (iv) placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines; (v) operating, keeping in repair and replacing where necessary, such artificial lighting facilities as shall be reasonably required; (vi) providing security services as reasonably indicated; and (vii) maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of plants and other landscaping material as necessary to maintain the appearance and character of the landscaping, all at the sole cost and expense of the Developer. The Developer's obligation to maintain the Site described in the two immediately preceding sentences is, collectively, referred to in this Agreement as the **"Maintenance Standard."**

6.2 Maintenance Deficiency. If, at any time following the Start Date and prior to the expiration of the Term, there is an occurrence of an adverse condition on any area of the Site in contravention of the Maintenance Standard (each such occurrence being a **"Maintenance Deficiency"**), then the City may notify the Developer of the Maintenance Deficiency. If the

Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) calendar days following the Developer's receipt of Notice of the Maintenance Deficiency, the City may conduct a public hearing, following transmittal of Notice of the hearing to the Developer, at least ten (10) days prior to the scheduled date of such public hearing, to verify whether a Maintenance Deficiency exists and whether the Developer has failed to comply with the provisions of this Section 6. If, upon the conclusion of the public hearing, the City finds that a Maintenance Deficiency exists and remains uncured, the City shall have the right to enter the Site and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency pursuant to this Section 6, including Legal Costs, shall be reimbursed to the City by the Developer, within thirty (30) calendar days after Notice of such amount to the Developer. Any amount expended by the City for the abatement of a Maintenance Deficiency pursuant to this Section 6 that is not reimbursed to the City by the Developer within thirty (30) calendar days after written notice of such amount to the Developer, shall accrue Default Interest, until paid in full.

6.3 Graffiti. Graffiti, as defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Site, that is visible from any public right-of-way shall be removed by the City by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied or removed with solvents, detergents or water, as appropriate. If any such graffiti is not removed within five (5) days following the Developer's actual discovery of the graffiti, the City shall have the right to enter the Site and remove the graffiti, without Notice to the Developer. Any sum expended by the City for the removal of graffiti from the Site pursuant to this Section 6 shall be reimbursed to the City, within thirty (30) calendar days after Notice of such amount to the Developer. Any amount expended by the City for the removal of graffiti pursuant to this Section 6.3 that is not reimbursed to the City by the Developer within thirty (30) calendar days after Notice of such amount to the Developer, shall accrue Default Interest, until paid in full.

6.4 Covenant. The covenant of this Section 6 shall be a covenant running with Developer's interest in the Site for the benefit of the City and shall bind all successors and assigns of Developer, until the expiration of the Term.

## **7. Remedies.**

7.1 Legal Action. Subject to the other terms and conditions of this Agreement, following the occurrence of a Default, the injured Party may seek any remedy or damages available to such Party at law or in equity by initiating legal proceedings.

7.2 No Consequential Damages. The Parties agree that any Party initiating legal proceedings to remedy a Default under this Agreement shall be limited to recovering the Party's actual damages and shall not be entitled to recover any consequential damages.

7.3 Remedies Cumulative. The rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by any Party of one or more of such rights or

remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by any other Party.

## **8. Indemnification.**

8.1 Developer Indemnity Obligations. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEVELOPER AGREES TO INDEMNIFY, DEFEND (UPON WRITTEN REQUEST BY THE CITY AND WITH COUNSEL REASONABLY ACCEPTABLE TO THE CITY) AND HOLD HARMLESS EACH AND ALL OF THE CITY PARTIES (INCLUDING, WITHOUT LIMITATION, THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, CONSULTANTS, SUBCONTRACTORS, AGENTS, AND REPRESENTATIVES) FROM AND AGAINST ALL CLAIMS THAT ARE IN ANY MANNER DIRECTLY OR INDIRECTLY CAUSED, OCCASIONED OR CONTRIBUTED TO IN WHOLE OR IN PART BY:

8.1.1 ANY ACT, OMISSION, FAULT OR NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OF THE DEVELOPER OR THE DEVELOPER'S OFFICERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS OF ANY TIER, RELATING IN ANY MANNER TO THIS AGREEMENT OR ANY WORK TO BE PERFORMED BY ANY SUCH PERSON RELATED TO THIS AGREEMENT OR THE SITE; OR

8.1.2 ANY AUTHORITY OR OBLIGATION EXERCISED OR UNDERTAKEN BY THE DEVELOPER UNDER OR PURSUANT TO THIS AGREEMENT; OR

8.1.3 ANY BREACH OR DEFAULT IN PERFORMANCE OF ANY OBLIGATION OF THE DEVELOPER UNDER THIS AGREEMENT; OR

8.1.4 ANY BREACH OF DEFAULT IN THE OBLIGATION TO PAY STATE PREVAILING WAGES IF REQUIRED BY LAW; OR

8.1.5 ANY CLAIMS PURSUANT TO LABOR CODE SECTION 1781.

8.2 ATTORNEY FEES. THE CITY PARTIES SHALL BE ENTITLED TO RECOVER THEIR REASONABLE ATTORNEY FEES AND ACTUAL COSTS INCURRED IN ENFORCING THE DEVELOPER'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS SECTION 8.

8.3 SURVIVAL OF INDEMNIFICATION AND DEFENSE OBLIGATIONS. THE DEVELOPER'S INDEMNIFICATION AND DEFENSE OBLIGATIONS PURSUANT TO THIS SECTION 8 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT, UNTIL ALL CLAIMS AGAINST ANY OF THE CITY PARTIES INVOLVING ANY OF THE INDEMNIFIED MATTERS ARE FULLY, FINALLY, ABSOLUTELY AND COMPLETELY BARRED BY THE APPLICABLE STATUTES OF LIMITATIONS.

8.4 INDEPENDENT DUTY TO DEFEND. THE DEVELOPER'S DUTY TO DEFEND THE CITY PARTIES IS SEPARATE AND INDEPENDENT OF THE DEVELOPER'S DUTY TO INDEMNIFY THE CITY PARTIES. THE DUTY TO DEFEND INCLUDES CLAIMS FOR WHICH THE CITY PARTIES MAY BE LIABLE WITHOUT FAULT OR STRICTLY LIABLE. THE DUTY TO DEFEND APPLIES REGARDLESS OF WHETHER THE ISSUES OF NEGLIGENCE, LIABILITY, FAULT, DEFAULT, OR OTHER OBLIGATION ON THE PART OF THE DEVELOPER OR THE CITY PARTIES HAVE BEEN DETERMINED. THE DUTY TO DEFEND APPLIES IMMEDIATELY, REGARDLESS OF WHETHER THE CITY PARTIES HAVE PAID ANY SUMS OR INCURRED ANY DETRIMENT ARISING OUT OF OR RELATING (DIRECTLY OR INDIRECTLY) TO ANY CLAIMS. IT IS THE EXPRESS INTENTION OF THE DEVELOPER AND THE CITY THAT THE CITY PARTIES BE ENTITLED TO OBTAIN SUMMARY ADJUDICATION OR SUMMARY JUDGMENT REGARDING THE DEVELOPER'S DUTY TO DEFEND THE CITY PARTIES AT ANY STAGE OF ANY CLAIM OR SUIT WITHIN THE SCOPE OF THIS SECTION 8.

8.5 INDEMNIFICATION PROCEDURES. WHEREVER THIS AGREEMENT REQUIRES ANY INDEMNITOR TO INDEMNIFY ANY INDEMNITEE:

8.5.1 **PROMPT NOTICE.** THE INDEMNITEE SHALL PROMPTLY NOTIFY THE INDEMNITOR OF ANY CLAIM.

8.5.2 **SELECTION OF COUNSEL.** THE INDEMNITOR SHALL SELECT COUNSEL REASONABLY ACCEPTABLE TO THE INDEMNITEE. COUNSEL TO INDEMNITOR'S INSURANCE CARRIER THAT IS PROVIDING COVERAGE FOR A CLAIM SHALL BE DEEMED REASONABLY SATISFACTORY, EXCEPT IN THE EVENT OF A POTENTIAL OR ACTUAL CONFLICT OF INTEREST FOR SUCH COUNSEL REGARDING SUCH REPRESENTATION OR SUCH COUNSEL PROVES TO BE INCOMPETENT REGARDING SUCH REPRESENTATION. EVEN THOUGH THE INDEMNITOR SHALL DEFEND THE CLAIM, INDEMNITEE MAY, AT ITS OPTION AND ITS OWN EXPENSE, ENGAGE SEPARATE COUNSEL TO ADVISE IT REGARDING THE CLAIM AND ITS DEFENSE. THE INDEMNITEE'S SEPARATE COUNSEL MAY ATTEND ALL PROCEEDINGS AND MEETINGS. THE INDEMNITOR'S COUNSEL SHALL ACTIVELY CONSULT WITH THE INDEMNITEE'S SEPARATE COUNSEL. THE INDEMNITOR AND ITS COUNSEL SHALL, HOWEVER, FULLY CONTROL THE DEFENSE, EXCEPT TO THE EXTENT THAT THE INDEMNITEE WAIVES ITS RIGHTS TO INDEMNITY AND DEFENSE FOR SUCH CLAIM.

8.5.3 **COOPERATION.** THE INDEMNITEE SHALL REASONABLY COOPERATE WITH THE INDEMNITOR'S DEFENSE OF THE INDEMNITEE, PROVIDED THE INDEMNITOR REIMBURSES THE INDEMNITEE'S ACTUAL OUT OF POCKET EXPENSES (INCLUDING LEGAL COSTS) OF SUCH COOPERATION.

8.5.4 **SETTLEMENT.** THE INDEMNITOR MAY ONLY SETTLE A CLAIM WITH THE INDEMNITEE'S CONSENT, NOT TO BE UNREASONABLY WITHHELD.



## 8.6 Compliance with Laws.

8.6.1 Developer shall at all times comply with the requirements of all applicable local, state and federal laws, rules, orders and regulations now in force or which may hereinafter be in force including, without limitation, the payment of prevailing wages, if applicable, pursuant to Labor Code Sections 1720, et seq. Developer agrees with the City that the City has made no representation, express or implied, to the Developer or to any person associated with the Developer regarding what laws, rules, orders and regulations apply to the Shopping Center and/or the Site. Developer acknowledges and agrees that Developer shall, at all times, assume the responsibility and be solely responsible for determining what laws, rules, orders and regulations apply to the Shopping Center or the Site.

8.6.2 The Developer, on behalf of itself, its successors, and assigns, waives the protections of Civil Code Section 1542, which reads as follows:

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

BY INITIALING BELOW, THE DEVELOPER ACKNOWLEDGES THAT IT AGREES WITH THE STATEMENTS CONTAINED IN THIS SECTION 7.6.2:

\_\_\_\_\_  
Developer Representative Initials

## 9. **General Provisions.**

9.1 Incorporation of Recitals. The Recitals of fact preceding this Agreement are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

### 9.2 Notices, Demands and Communications Between the Parties.

9.2.1 **Notices.** Any and all Notices submitted by any Party to any other Party pursuant to or as required by this Agreement shall be proper, if in writing and transmitted to the address of the Party set forth in Section 9.2.2 by one or more of the following methods: (i) messenger for immediate personal delivery, (ii) a nationally recognized overnight (one business day) delivery service (i.e., Federal Express, United Parcel Service, etc.) or (c) first class United States mail, postage prepaid. Such Notices may be sent in the same manner to such other addresses as either Party may designate, from time to time, by Notice. Any Notice shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is delivered by personal delivery, on the date of delivery by a nationally recognized overnight courier service (or when delivery has been attempted twice, as evidenced by the written report of the courier service) or five (5) calendar days after it is deposited with the United States Postal Service for

delivery as first class mail, as provided in this Section 9.2.1. Rejection, other refusal to accept, the inability to deliver a Notice because of a changed address of which no Notice was given, or other action by a Person to whom Notice is sent, shall be deemed receipt of the Notice by such Person. Delivery of a Notice to any courtesy copy recipient shall not be a prerequisite to the validity or effectiveness of any Notice.

9.2.2 **Addresses.** The following are the authorized addresses for the submission of Notices to the Parties, as of the Effective Date:

To the City:                      City of Stanton  
7800 Katella Ave.  
Stanton, CA 90680  
Attn: City Manager

To the Developer:              Rodeo 39 Marketplace LLC  
31791 Los Rios Street  
San Juan Capistrano, CA 92675  
Attn: Dan M. Almquist

9.3 Warranty Against Payment of Consideration for Agreement. The City and the Developer each represent and warrant that: (a) they have not employed or retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of the City or the Developer; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by the City, the Developer or any of their agents, employees or representatives to any elected or appointed official or employee of either the City in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 9.3 shall automatically terminate this Agreement, without further notice to or action by either Party and, upon any such termination of this Agreement, the Developer shall immediately refund any payments made to or on behalf of the Developer by the City, pursuant to this Agreement or otherwise related to the Site, prior to the date of any such termination.

9.4 Relationship of Parties. The Parties each intend and agree that the City and the Developer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association among or between them.

9.5 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between all or any of the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between such Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

9.6 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to business days in this Agreement shall mean consecutive business days.

9.7 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have all participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words “include” and “including” in this Agreement shall be construed to be followed by the words: “without limitation.” Each collective noun in this Agreement shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this Agreement includes the word “and.” Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

9.8 Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to the Site which is located in the City of Stanton, County of Orange, State of California. All legal actions arising from this Agreement shall be filed in the Superior Court of the State of California in and for the County of Orange or in the United States District Court with jurisdiction in the County of Orange.

9.9 Attorney Fees and Costs. 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.

9.10 Unavoidable Delay; Extension of Time of Performance.

9.10.1 **Notice.** Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay, performance by any Party under this Agreement shall not be deemed, or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall notify the other Parties: (i) within ten (10) days after such Party knows of any such Unavoidable Delay; and (ii) within five (5) days after such Unavoidable Delay ceases to exist. To be effective, any notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The extension of time for an

Unavoidable Delay shall commence on the date of receipt of written notice of the occurrence of the Unavoidable Delay by the Parties not claiming an extension of time to perform due to such Unavoidable Delay and shall continue until the end of the condition causing the Unavoidable Delay. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise its commercially reasonable best efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

9.10.2 **Assumption of Economic Risks.** EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF ANY PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES AND/OR MARKET DEMAND/CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE START DATE.

\_\_\_\_\_  
Initials of  
Authorized City  
Representative(s)

\_\_\_\_\_  
Initials of Authorized  
Developer  
Representative(s)

9.11 Inspection of Books and Records. The City shall have the right at all reasonable times, at the City's sole cost and expense, to inspect the books and records of the Developer to the extent relevant to the City's rights or obligations under this Agreement. The Developer shall also have the right at all reasonable times, at the Developer's sole cost and expense, to inspect the books and records of the City's relating to this Agreement, to the extent relevant to the Developer's rights or obligations under this Agreement.

9.12 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

9.13 No Other Representations or Warranties. Except as expressly set forth in this Agreement, no Party makes any representation or warranty material to this Agreement to any other Party.

9.14 Tax Consequences. The City and the Developer shall each bear their own respective responsibility, liability, costs, and expenses connected in any way with any tax consequences experienced by them, respectively, or their respective successors or assigns related to this Agreement.

9.15 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any Party or give any third person any right of subrogation or action over or against any Party.

9.16 Execution in Counterparts. This Agreement may be executed in multiple counterpart originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

9.17 Entire Agreement.

9.17.1 **Integrated Agreement.** This Agreement includes fifteen (15) pages and one (1) exhibit, that constitute the entire understanding and Agreement of the Parties regarding subjects addressed in this Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to the Site.

9.17.2 **Waivers and Amendments Must be in Writing.** Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement. No waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representative(s) of each of the affected Parties.

9.18 Exhibits. All of the Exhibits attached to this Agreement are described as follows:

9.18.1 **Exhibit “A.”** Site Legal Description;

9.19 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

**[Signature blocks appear on the next page]**

**SIGNATURE PAGE  
TO  
PUBLIC BENEFIT AGREEMENT**

**(RODEO 39 PUBLIC MARKET AND SHOPS)**

The Parties have signed this Agreement by and through the signatures of their authorized representatives, as set forth below:

**CITY**

**DEVELOPER**

CITY OF STANTON, a public body, corporate  
and politic

RODEO 39 MARKETPLACE LLC, a  
California limited liability company

By: \_\_\_\_\_  
City Manager

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

ATTEST:

Its: Manager

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT “A”  
TO  
PUBLIC BENEFIT AGREEMENT**

**(Rodeo 39 Public Market and Shops)**

Site Legal Description

LOT 1 AS SHOWN ON EXHIBIT “B” OF THAT CERTAIN LOT LINE ADJUSTMENT NO. 2019-01, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, RE-RECORDED SEPTEMBER 10, 2019 AS INSTRUMENT NO. 2019000342356 OF OFFICIAL RECORDS OF SAID COUNTY.

Assessor’s Parcel Number 131-701-12

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131-70

56

ACACIA AVE.

BEACH

BOULEVARD

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1" = 100'

71

701

096-28

BOULEVARD  
GARDEN GROVE

LANTANA\* DRIVE

VILLAGE CENTER DRIVE

68

JANUARY 2020

PARCEL MAP

P.M. 399-6

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 131 PAGE 70  
COUNTY OF ORANGE

\* PRIVATE STREET

1-1-20

