



**AMENDED AGENDA  
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY  
JOINT REGULAR MEETING  
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA  
TUESDAY, MAY 24, 2022 - 6:30 P.M.**

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

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

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

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to [Pvazquez@StantonCA.gov](mailto:Pvazquez@StantonCA.gov) with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment). Comments received no later than 5:00 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245.

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

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

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

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

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

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

**4. CLOSED SESSION**

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)  
8840 Tina Way, Anaheim, CA (APN 126-481-02)  
8850 Tina Way, Anaheim, CA (APN 126-481-03)  
8860 Tina Way, Anaheim, CA (APN 126-481-04)  
8870 Tina Way, Anaheim, CA (APN 126-481-05)  
8880 Tina Way, Anaheim, CA (APN 126-481-06)  
8890 Tina Way, Anaheim, CA (APN 126-481-07)  
8900 Tina Way, Anaheim, CA (APN 126-481-08)  
8910 Tina Way, Anaheim, CA (APN 126-481-09)  
8920 Tina Way, Anaheim, CA (APN 126-481-10)  
8930 Tina Way, Anaheim, CA (APN 126-481-11)  
8940 Tina Way, Anaheim, CA (APN 126-481-12)  
8950 Tina Way, Anaheim, CA (APN 126-481-13)  
8960 Tina Way, Anaheim, CA (APN 126-481-14)  
8970 Tina Way, Anaheim, CA (APN 126-481-15)  
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)  
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)  
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)  
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)

8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)  
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)  
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)  
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)  
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)  
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)  
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)  
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)  
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)  
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)  
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)  
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)  
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)  
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)  
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)  
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)  
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)  
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)  
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)  
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)  
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

Negotiating Parties: Zenia Bobadilla, Interim City Manager, City of Stanton  
Zenia Bobadilla, Interim Executive Director, Housing Authority  
Zenia Bobadilla, Interim Executive Director, Successor Agency  
Trachy Family Trust, Owner  
Steven W. Reiss Trust, Owner  
Jennie Trust, Owner  
Trang Trust, Owner  
Triple Star Company, LLC, Owner  
Sky Nguyen / SN Living Trust, Owner  
Steven W. Reiss Trust, Owner  
Ngoc Trieu and Andy Pham, Owner  
David M. Cook and Daphne Chakran, Owner

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

5. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)**
6. **ROLL CALL** Council / Agency / Authority Member Taylor  
Council / Agency / Authority Member Van  
Council / Agency / Authority Member Warren  
Mayor Pro Tem / Vice Chairman Ramirez  
Mayor / Chairman Shawver

**7. PLEDGE OF ALLEGIANCE**

**8. SPECIAL PRESENTATIONS AND AWARDS**

Townsend Public Affairs State and Federal Legislative report and update.

**9. CONSENT CALENDAR**

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

**CONSENT CALENDAR**

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

**RECOMMENDED ACTION:**

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

**9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated April 22, 2022 – May 5, 2022, in the amount of \$395,683.23.

**9C. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23**

On April 12, 2022, the City Council adopted Resolution No. 2022-18, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would preliminarily approve the report.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopt Resolution No. 2022-28, preliminarily approving the Engineer's Report for the annual level of assessments for the Stanton Lighting and Landscaping District No. 1 for Fiscal Year 2022-23, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023."**

**9D. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

On April 12, 2022, the City Council adopted Resolution No. 2022-18, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would declare the City Council's intention to levy and collect the assessments and set the required public hearing for Tuesday, June 28, 2022.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopt Resolution No. 2022-29, declaring its intention to levy and collect the annual assessments for Stanton Lighting and Landscaping District No. 1, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO"; and**

3. Schedule the public hearing to consider the assessments for Fiscal Year 2022-23 on June 28, 2022.

**9E. RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF STANTON, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION, REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS**

The General Election, including Stanton's Municipal Election, will be held on Tuesday, November 8, 2022. It is City policy to consolidate the local election with that of the County of Orange. In order to enable such consolidation, it is necessary to adopt Resolutions calling for the holding of a general municipal election and requesting consolidation. Additionally, it is necessary to adopt a Resolution pertaining to materials prepared by any candidate for a municipal election, including costs of candidate statements.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. City Council adopt Resolution No. 2022-25, Calling for the Holding of a General Municipal Election to be held on November 8, 2022, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES"; and**

3. City Council adopt Resolution No. 2022-26, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be held on November 8, 2022, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE"; and**

4. City Council adopt Resolution No. 2022-27, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022”.**

**9F. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE PARKS MASTER PLAN AND APPROPRIATION OF FUNDS**

The proposed action will award a contract to RJM Design Group to develop a comprehensive Parks Master Plan, including a framework for the planning, development and maintenance of Stanton parks and recreation facilities. In addition, staff is requesting an appropriation of \$180,000 from the American Rescue Plan Act (ARPA) Fund (#257) for the Park Master Plan project (Project No. 2021-201).

**RECOMMENDED ACTION:**

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve a Professional Services Agreement with RJM Design Group to develop a Parks Master Plan; and
3. Authorize the Interim City Manager to execute the Professional Services Agreement; and
4. Unfund the existing \$100,870 project budget from the Park In Lieu Fees Fund (#310) and appropriate \$180,000 from the ARPA Fund.

**END OF CONSENT CALENDAR**

- |                                |              |
|--------------------------------|--------------|
| <b>10. PUBLIC HEARINGS</b>     | <b>None.</b> |
| <b>11. UNFINISHED BUSINESS</b> | <b>None.</b> |
| <b>12. NEW BUSINESS</b>        | <b>None.</b> |



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 19<sup>th</sup> day of May, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary

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# Item: 9B

*Click here to return to the agenda.*

## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

April 22, 2022 - May 5, 2022

Electronic Transaction Nos.	1871-1892	\$	300,396.02
Check Nos.	135070-135116	\$	95,287.21

TOTAL	\$	395,683.23
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Demands listed on the attached registers  
conform to the City of Stanton Annual  
Budget as approved by the City Council.



Interim 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: 5/9/2022 2:13 PM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1871	BOY14668 TCP 301 YD401 YD402	BOYS AND GIRLS CLUB OF BUENA PA Regional CBO-Focus Area #1-Mar 2022 Buena Park CBO-Focus Area #1-Feb 2022 Buena Park CBO-Focus Area #1-Mar 2022	04/22/2022	13,933.67 17,409.96 25,998.67
Total for Check Number 1871:				57,342.30
1872	BIG13189 3	BIG BROTHERS BIG SISTERS OF ORA Regional CBO-Focus Area #1-March 2022	04/22/2022	1,592.51
Total for Check Number 1872:				1,592.51
1873	boy14655 3 31 2022	BOYS & GIRLS CLUBS OF LA HABRA La Habra CBO- Focus Area #1-Mar 2022	04/22/2022	14,298.66
Total for Check Number 1873:				14,298.66
1874	PUB15477 PPE 4/9/2022	PUBLIC AGENCY RISK SHARING AUT PARS- PPE 4/9/2022	04/22/2022	1,100.17
Total for Check Number 1874:				1,100.17
1875	BOY13501 2001b	BOYS & GIRLS CLUBS OF GARDEN GI Regional CBO-Focus Area #1-Mar 2022	04/22/2022	5,499.98
Total for Check Number 1875:				5,499.98
1876	JEN14424 PPE 4/9/2022	ANA JENSEN Wage Garnishment PPE 4/9/2022	04/22/2022	200.00
Total for Check Number 1876:				200.00
1877	OCA2137 SC13383	COUNTY OF ORANGE TREASURER- T. 800 Mhz 3rd Quarter ST4 Jan-Mar FY 21/22	04/22/2022	552.00
Total for Check Number 1877:				552.00
1878	ANA14665 Y5, Feb 2022 Y5, Mar 2022	ANAHEIM COPS 4 KIDS Anaheim CBO-Focus Area #1-Feb 2022 Anaheim CBO-Focus Area #1-Mar 2022	04/22/2022	5,769.00 2,296.95
Total for Check Number 1878:				8,065.95
1879	BOY500 2022-2	BOYS & GIRLS CLUB OF STANTON Stanton CBO-Focus Area #1-Mar 2022	04/22/2022	4,350.00
Total for Check Number 1879:				4,350.00
1880	REC16138 25510 25638 25676	RECTRAC REFUNDS Refund deposit #25510 Heidi Cervantes Picnic S Refund deposit #25638 Juan Hernandez Civic B Refund deposit #25676 Sophia Barnes Picnic Sh	04/25/2022	100.00 500.00 100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	25685	Refund deposit #25685 Liliana Aguayo Picnic SI		100.00
	25810	Refund deposit #25810 Juan Sanchez Picnic She		100.00
	25818	Refund deposit #25818 Robert Nava Civic Banq		400.00
	25854	Refund deposit #25854 Rochelle Koch Picnic Sh		150.00
	25877	Refund deposit #25877 Hailey Le Picnic Shelter		150.00
	25932	Refund deposit #25932 Heidi Kutz Picnic Shelte		100.00
	26201	Refund deposit #26201 Emmeli Ascencio Picnic		100.00
	26232	Refund cancellation #26232 Dulce De Luna Dot:		35.00
	26273	Refund deposit #26273 Jennifer Santiago Picnic		150.00
	26278	Refund deposit #26278 Alexander Lebeauf Picni		150.00
Total for Check Number 1880:				2,135.00
1881	BES12575	BEST BEST & KRIEGER LLP	04/29/2022	
	929459	General Fees thru 02-28-2022		14,212.08
	929460	Code Enforcement Fees thru 02-28-2022		8,324.00
	929461	Labor & Unemployment thru 02-28-2022		6,534.20
	929461	Labor & Unemployment thru 02-28-2022		3,448.60
	929462	General Fees thru 02-28-2022 (Litigation)		5,640.00
	929463	General Fees thru 02-28-2022 (Special Projects)		987.00
	929464	DFN 19-0121 Fees thru 02-28-2022 (Tina/Pacifi		2,679.00
	929465	SHA Fees thru 02-28-2022		1,776.60
	929466	DFN 20-0109 Fees thru 02-28-2022 (KB Homes		56.40
	929467	General Fees thru 02-28-2022 (ARPA)		1,463.40
	929468	General Fees thru 02-28-2022 (Applicant-Initiat		747.00
Total for Check Number 1881:				45,868.28
1882	SOL15043	SOLIDARITY	04/29/2022	
	501	Regional CBO-Focus Area #1-Mar 2022		3,241.01
Total for Check Number 1882:				3,241.01
1883	APP15086	APPLEDORE, INC	04/29/2022	
	F46E586-0037	Regional CBO-Data Intergration: Outreach Grid		9,910.85
Total for Check Number 1883:				9,910.85
1884	BOY14655	BOYS & GIRLS CLUBS OF LA HABRA	04/29/2022	
	3 31 2022	La Habra CBO-Focus Area #1-Mar 2022 (Remai		0.20
	BIG7 03 31 22	Regional CBO-Focus Area #1-Mar 2022		9,009.00
Total for Check Number 1884:				9,009.20
1885	OCU14659	OC UNITED TOGETHER	04/29/2022	
	NOC-PSC 5003	Regional CBO-Focus Area #3-Feb 2022		6,217.21
	NOC-PSC 5004	Fullerton CBO-Focus Area #1-Feb 2022		5,473.65
	NOC-PSC 5005	Regional CBO-Focus Area #3-Mar 2022		5,799.00
	NOC-PSC 5006	Fullerton CBO-Focus Area #1-Mar 2022		8,263.79
Total for Check Number 1885:				25,753.65
1886	JEN14424	ANA JENSEN	04/29/2022	
	PPE 04/23/2022	Wage Garnishment PPE 4/23/2022		200.00
Total for Check Number 1886:				200.00
1887	ICM1540	ICMA RETIREMENT TRUST 302393	05/02/2022	
	PPE 04/23/2022	PPE 4/23/22-ICMA #302393		4,720.00
Total for Check Number 1887:				4,720.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1888	INT1569	INTERNAL REVENUE SERVICE	05/02/2022	
	4/28/2022	(ME) Medicare-City Share		2,379.06
	4/28/2022	(ME) Medicare-Employee Share		2,379.06
	4/28/2022	(FD) Federal Tax Withholding		17,373.08
Total for Check Number 1888:				22,131.20
1889	EDD1067	EDD	05/02/2022	
	04/28/2022	State Unemployment		245.33
	04/28/2022	State Tax Withholding		6,276.96
Total for Check Number 1889:				6,522.29
1890	CAS680	CA ST PERS 103	05/03/2022	
	PPE 04/23/2022	PERS Employee New T3 PPE 04/23/2022		5,275.19
	PPE 04/23/2022	PERS-Survivor Classic T2 PPE 4/23/2022		6.51
	PPE 04/23/2022	PERS-Employee's Share T1 PPE 4/23/2022		1,937.31
	PPE 04/23/2022	PERS-City's Share T1 PPE 04/23/2022		3,011.14
	PPE 04/23/2022	PERS Employee Classic T2 PPE 04/23/2022		2,740.66
	PPE 04/23/2022	PERS-City's Share New T3 PPE 04/23/2022		5,931.65
	PPE 04/23/2022	PERS-City's Share-Classic T2 PPE04/23/2022		3,386.67
	PPE 04/23/2022	PERS-survivor (Employee) T1 PPE 4/23/2022		9.30
	PPE 04/23/2022	PERS-Survivor New T3 PPE 04/23/2022		26.97
Total for Check Number 1890:				22,325.40
1891	CAS683	CA ST PERS-HEALTH BENEFIT	05/04/2022	
	May-22	May 22 Adm Services Health Ins.		116.64
	May-22	May 22 Health Ins-Employee		4,663.84
	May-22	May 22 Health Ins-City Share		33,176.35
	May-22	May 22 Retiree Insurance		3,440.00
Total for Check Number 1891:				41,396.83
1892	GOL1321	GOLDEN STATE WATER COMPANY	05/04/2022	
	April 12	Mar 11 - Apr 11 Water Services Median		1,929.80
	April 12	Mar 11 - Apr 11 Water Services Park		11,855.26
	April 12	Mar 11 - Apr 11 Water Services Building		395.68
Total for Check Number 1892:				14,180.74
135070	ABS16273 2020104867	ABSOLUTE SECURITY INTERNATIONAL, Security for Hall Rentals on 3/6, 3/13, 3/20, 3/27	05/05/2022	
Total for Check Number 135070:				937.26
135071	ALL228	ALL CITY MANAGEMENT SVCS, INC.	05/05/2022	
	76572	School Crossing Guard Services 3/20/22-4/2/22		1,807.50
	76983	School Crossing Guard Services 4/3/22-4/16/22		2,024.40
Total for Check Number 135071:				3,831.90
135072	ATT377	AT&T	05/05/2022	
	04/19/2022	Corporate Yard Apr		445.95
	4/25/2022	DMV Access Line-Apr 335-253-0761		55.25
	4/25/2022	Cerritos Intercon-Apr 335-253-1318		150.52
Total for Check Number 135072:				651.72
135073	BLA16248 22-2964-1	BLACK O'DOWD AND ASSOCIATES, IN Design Services for Family Resource Center Rer	05/05/2022	
				5,920.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135073:				5,920.00
135074	BOY13501 1957G	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Invoice for Boys &	05/05/2022	2,941.17
Total for Check Number 135074:				2,941.17
135075	CRI13190 23475	C.R.I ELECTRIC, INC Wiring for electric charging station at City Hall	05/05/2022	2,995.00
Total for Check Number 135075:				2,995.00
135076	C3O13388 145856	C3 TECHNOLOGY SERVICES Front/CR Sharp Copiers/Toner/Maintenance 3/1:	05/05/2022	579.58
Total for Check Number 135076:				579.58
135077	CLI15829 3238805	CLIFTONLARSONALLEN LLP Final billing on single audit for YE 6/30/2021	05/05/2022	570.00
Total for Check Number 135077:				570.00
135078	CON13243 75406	CONTINENTAL CHEMICAL & SANITAI Janitorial Supplies	05/05/2022	614.63
Total for Check Number 135078:				614.63
135079	COU15550 PW220049	COUNTY OF ORANGE Concrete and Road maintenance for Mar	05/05/2022	2,138.60
Total for Check Number 135079:				2,138.60
135080	DEL13382 75861953	DE LAGE LANDEN FINANCIAL SERVI Lease/CH/SHARP Copiers/Apr-2022	05/05/2022	540.70
Total for Check Number 135080:				540.70
135081	DSY14997 11699	DSYL Social Media ads for Beautification Award	05/05/2022	375.00
Total for Check Number 135081:				375.00
135082	ECO15351 25537	ECONO TIRE, INC Oil Change for Rav 4 (Lic 1608075)	05/05/2022	69.04
Total for Check Number 135082:				69.04
135083	FED1155 7-725-50536	FEDEX Overnight to First American Title Company (Tab	05/05/2022	42.11
Total for Check Number 135083:				42.11
135084	FRI13695 FY2122-08	FRIENDLY CENTER, INC Contractual Services (FaCT) Invoice for Friendl	05/05/2022	6,581.45
Total for Check Number 135084:				6,581.45
135085	GAS16294 April 05 2022	LUISA GASPAR Floral arrangement- Planning Commissioner Rec	05/05/2022	49.50
Total for Check Number 135085:				49.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135086	GUA16295 25435	DEBORAH GUAJARDO Refund deposit #25435 for Deborah Guarjardo c	05/05/2022	200.00
Total for Check Number 135086:				200.00
135087	HAR1416 22-0194	HARTZOG & CRABILL INC On-Call Traffic Signal Services Ops. For Mar	05/05/2022	2,890.44
Total for Check Number 135087:				2,890.44
135088	GRI12732 HTH4132022	HEART TO HEART CPR Payment for CPR and First Aid classes-Winter/S	05/05/2022	245.00
Total for Check Number 135088:				245.00
135089	HIL1466 78262	HILL'S BROS LOCK & SAFE INC Repair door at City Hall	05/05/2022	226.97
Total for Check Number 135089:				226.97
135090	HOM1491 2085085 4120163 5210240	HOME DEPOT CREDIT SERVICES Premier Park Irrigation supplies for repairs at Orangewood pocket park Supplies for weed abatement public right of way	05/05/2022	80.82 75.08 658.03
Total for Check Number 135090:				813.93
135091	INT16247 PPE 4/23/2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 4/23/2022	05/05/2022	161.00
Total for Check Number 135091:				161.00
135092	INT1579 FY2122-08STN	INTERVAL HOUSE (FaCT) Invoice for Interval House (Feb 2022)	05/05/2022	1,328.00
Total for Check Number 135092:				1,328.00
135093	INF1555 2022030013	IRC, INC Background Checks from 3/1/22 to 4/1/22	05/05/2022	444.82
Total for Check Number 135093:				444.82
135094	LON15449 43210	LONG BEACH BMW MOTORCYCLES Repairs to sheriff motorcycle	05/05/2022	133.29
Total for Check Number 135094:				133.29
135095	MER12502 665352	MERCHANTS BUILDING MAINTENAN Deep Cleaning of FRC	05/05/2022	442.75
Total for Check Number 135095:				442.75
135096	NOW1000 26520	NOWLIN FENCE INC. Repair guardrail at Beach and Pacific	05/05/2022	2,897.00
Total for Check Number 135096:				2,897.00
135097	ORA16217 OCTISCOXX22-01	ORANGE COUNTY TRANSLATION & I Translation/Interpretation Svcs/CC Special Mtg	05/05/2022	480.00
Total for Check Number 135097:				480.00
135098	PSI11874	PSI	05/05/2022	



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	33437	1 gal container of Tag-Spray and o Ring		337.13
		Total for Check Number 135098:		337.13
135099	RES2489 3339791	RESOURCE BUILDING MATERIALS Asphalt for pothole repair	05/05/2022	85.35
		Total for Check Number 135099:		85.35
135100	RJM2515 34960	RJM DESIGN GROUP INC Consulting services for the Dog Park Design Pro	05/05/2022	16,052.11
		Total for Check Number 135100:		16,052.11
135101	SCS13184 226118 226119 226213 226426	S.C. SIGNS & SUPPLIES LLC delineators and street sign handling equipment Council parking signs and parking signs for SCP Street stencils Delineators	05/05/2022	2,706.68 543.06 170.25 258.06
		Total for Check Number 135101:		3,678.05
135102	SOC2734 04/19/2022 04/19/2022 04/25/2022 04/25/2022	SO CAL EDISON Electric Service-Parks Mar Electric Service-Medians Mar Electric Service-Medians Apr Stanton District Light Apr	05/05/2022	406.23 18.95 23.58 25.54
		Total for Check Number 135102:		474.30
135103	BCN14064 132171154	SOLEX - FUSION Mar-22/LAN Lines for City Hall/FRC/Corp Yarc	05/05/2022	1,296.73
		Total for Check Number 135103:		1,296.73
135104	SOU11880 3972536 3975847	SOUTH COAST A.Q.M.D Permit Fee-ICE (50-500 HP) Em Elec Gen-Dies Emissions Fees for FY 21/22 for City Yard	05/05/2022	440.15 142.59
		Total for Check Number 135104:		582.74
135105	spa15432 409677504222	SPARKLETTES APR-22/Breakroom Water Delivery	05/05/2022	152.71
		Total for Check Number 135105:		152.71
135106	STA2817 1641177098 1641177098 1641177098 1641177098 1641177098 1641177098	STAPLES BUSINESS CREDIT Office Supplies/Preinked stamp/City Council Supplies/Building Maintenance Office Supplies/PC ring light for virtual mtgs/HF Office Supplies/Anti-fatigue mat/City Clerk's Of Office Supplies/Comm Svcs Office Supplies/Restock break room supplies	05/05/2022	41.21 245.20 19.56 103.29 69.96 47.86
		Total for Check Number 135106:		527.08
135107	THE14944 TR4132022	THE RINKS-WESTMINSTER ICE Payment for youth ice skating classes-Winter/Sp	05/05/2022	840.00
		Total for Check Number 135107:		840.00
135108	UNI14524	UNION PACIFIC RAILROAD COMPANY	05/05/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	90115040	Plan review fee for Thunderbird and Western		266.54
		Total for Check Number 135108:		266.54
135109	VEN13764	VENCO WESTERN INC	05/05/2022	
	0156070-IN	Norm Ross baseball field-Apr		900.00
	0156070-IN	Street landscape maintenance-Apr		1,490.00
	0156070-IN	Stanton Central Park-Apr		4,592.00
	0156070-IN	Building landscape maintenance-Apr		1,298.00
	0156070-IN	Median landscape maintenance-Apr		7,939.00
	0156070-IN	Park landscape maintenance-Apr		4,685.00
		Total for Check Number 135109:		20,904.00
135110	VER3059	VERIZON WIRELESS	05/05/2022	
	9904300832	Mobile/Data Plans/Hotspots 03/17/22-04/16/22		760.64
	9904300833	Mobile/Data Plans/Hotspots 03/17/22-04/16/22		965.52
		Total for Check Number 135110:		1,726.16
135111	VIS3077	VISTA PAINT CORP	05/05/2022	
	2022-486988-00	Paint Supplies-Graffiti		50.24
	2022-487754-00	Paint Supplies-Graffiti		16.23
	2022-490681-00	Paint Supplies-Graffiti		626.24
	2022-490852-00	Paint Supplies-Graffiti		90.35
	2022-491149-00	Paint Supplies-Graffiti		20.42
	2022-491444-00	Paint Supplies-Graffiti		22.95
		Total for Check Number 135111:		826.43
135112	VOR13217	VORTEX INDUSTRIES INC	05/05/2022	
	08-1584204	Parking gate remotes for vehicles		288.02
		Total for Check Number 135112:		288.02
135113	WAG13143	WAGEWORKS	05/05/2022	
	INV3658731	MAR2022/Administration Fee		78.00
	INV3658731	MAR2022/Compliance Fee		50.00
		Total for Check Number 135113:		128.00
135114	WIL12778	WILLDAN FINANCIAL SERVICES	05/05/2022	
	010-51215	User Fee Study-March 2022		707.00
		Total for Check Number 135114:		707.00
135115	WIN15944	WINE AND DESIGN	05/05/2022	
	WD4132022	Payment for youth art classes (1 of 1)		924.00
		Total for Check Number 135115:		924.00
135116	SOU2770	SOUTHWEST OFFSET PRINTING	05/05/2022	
	200285	Recreation Brochure-Summer Stanton Express 2		6,390.00
		Total for Check Number 135116:		6,390.00
		Report Total (69 checks):		395,683.23

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** May 24, 2022

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23**

### **REPORT IN BRIEF:**

On April 12, 2022, the City Council adopted Resolution No. 2022-18, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would preliminarily approve the report.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopt Resolution No. 2022-28, preliminarily approving the Engineer's Report for the annual level of assessments for the Stanton Lighting and Landscaping District No. 1 for Fiscal Year 2022-23, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023."**

**BACKGROUND:**

The Stanton Lighting and Landscaping District No. 1 (“District”) was formed on March 10, 1981, and currently provides funding for maintenance and improvements for the City’s street lights, traffic signals, and medians. Each parcel in the City is assessed a proportionate share of the District’s costs each year. The assessment appears on the property tax bill. Assessments are established upon an Engineer’s assessment of each property’s relative benefit from the services provided by the District.

Each year, an update to the Engineer’s report must be produced relative to the District’s annual assessments. The Engineer’s Report was provided to the City Clerk on May 17, 2022. Staff is recommending City Council approve Resolution No. 2022-28 to approve this report.

**FISCAL IMPACT:**

The proposed assessments will provide funding for maintenance and improvements for the City’s street lights, traffic signals, and medians.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the regular agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

/s/ Michelle Bannigan

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Michelle Bannigan, CPA  
Finance Director

Approved by:

/s/ Zenia Bobadilla

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Zenia Bobadilla  
Interim City Manager

**Attachment:**

A. Resolution No. 2022-28

**RESOLUTION NO. 2022-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023**

**WHEREAS**, on April 12, 2022, the City Council adopted Resolution No. 2022-18 initiating proceedings for the annual levy of assessments within Stanton Lighting and Landscaping District No. 1 and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code; and

**WHEREAS**, pursuant to said Resolution, the Engineer has filed a report (the "Engineer's Report"), with the City Clerk on the 17<sup>th</sup> of May 2022; and

**WHEREAS**, the City Clerk has submitted the report to the City Council and the City Council has reviewed and examined the report as so submitted.

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

**SECTION 1:** The City Council further finds that this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly).

**SECTION 2:** The Report prepared by the Engineer for Fiscal Year 2022-23 in connection with Stanton Lighting and Landscaping District No.1, including the description of the improvements, estimated costs and explanations as filed with the City Clerk on the 17<sup>th</sup> day of May 2022, is hereby preliminarily approved. This report shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to the City Council's Resolution of Intention.

**SECTION 3:** A copy of the report shall remain on file in the office of the City Clerk.

**SECTION 4:** The City Clerk shall certify as to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 24th day of May 2022.

---

DAVID J. SHAWVER  
MAYOR

**APPROVED AS TO FORM:**

---

HONGDAO NGUYEN  
CITY ATTORNEY

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

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-28 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 May 24, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

PATRICIA A. VAZQUEZ  
CITY CLERK

*Click here to return to the agenda.*



# **CITY OF STANTON**

**ENGINEER'S REPORT**

**LIGHTING AND LANDSCAPING**

**DISTRICT NO. 1**

**FISCAL YEAR 2022-23**

**ORANGE COUNTY, CALIFORNIA**

**May 13, 2022**

*PREPARED BY*



**Harris & Associates**

*22 Executive Park, Suite 200*

*Irvine, CA 92614*

*[www.weareharris.com](http://www.weareharris.com)*





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# ENGINEER'S CERTIFICATION

## Statement of Assessment Engineer

**AGENCY:** THE CITY OF STANTON

**PROJECT:** LIGHTING AND LANDSCAPING DISTRICT NO. 1

**TO:** THE CITY COUNCIL OF THE  
CITY OF STANTON  
STATE OF CALIFORNIA

### ENGINEER'S REPORT FOR FISCAL YEAR 2022-23

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Lighting and Landscaping District No. 1 of the City of Stanton to provide landscaping and street lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2022-23.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIID, Section 5(a) of the State of California Constitution, and in accordance with the Stanton's Resolution being adopted by the City Council for:

### **LIGHTING AND LANDSCAPING DISTRICT NO. 1**

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

#### **PART I**

**Overview:** Provides the background and reason for the District.

#### **PART II**

**Plans and Specifications:** Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

#### **PART III**

**Cost Estimate:** An estimate of the costs of the proposed improvements, including incidental costs and

**Engineer's Report**  
**Lighting and Landscaping District No. 1**  
**City of Stanton**  
**Fiscal Year 2022-23**



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expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

**PART IV**

**Method of Apportionment:** The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the District, in proportion to the estimated benefits to be received by such lots and parcels. The Assessment Roll is filed in the Office of the City Clerk and by reference is made a part hereof.

**Appendices**

Appendix A – Assessment Diagram  
Appendix B – Assessment Roll  
Appendix C – 5 Year Projection

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED: May 13, 2022



**Harris & Associates**



Alison Bouley, P.E., Assessment Engineer  
R.C.E. No. C61383  
Engineer of Work  
State of California



## **PART I – OVERVIEW**

The purpose of this Report is to set forth findings and engineering analysis for the Lighting and Landscaping District No. 1 for the 2022-23 Fiscal Year. This District, utilizing direct benefit assessments, (1) supplements revenue generated by the existing 1919 Act Stanton Municipal Lighting District to fund the maintenance and operation of the City's street lighting system and costs of providing maintenance and operation of the traffic signals in the City, and (2) covers the costs of maintaining median landscaping in the City of Stanton.

The City Council of Stanton adopted Resolution No. 81-20 on March 10, 1981, which formed the Lighting and Landscaping District No. 1 in accordance with the requirements of the Landscaping and Lighting Act (Streets and Highways Code 22500) and confirmed assessments for the first Fiscal Year, 1981-82. The City Council has conducted the proceedings required annually to levy the assessment. This Report covers the levy of annual assessments for the 2022-23 Fiscal Year.

This Report, as signed and presented to the Council for approval, has been prepared according to the methodology and rates approved by the City Council in 1981. Article XIID of the California Constitution exempted certain assessments which were in existence prior to the passage of Proposition 218 in November, 1996. The City has determined that all of the improvements and the annual assessments for the District are for the maintenance and operation of lighting and landscaping within the public street right-of-way. As such, the current assessment amount is exempt from the procedures and approval process set forth in Article XIID Section 4.



## **PART II – PLANS AND SPECIFICATIONS**

The facilities, which will be maintained using assessment proceeds within the City of Stanton, and those which may be subsequently serviced and maintained are generally described as follows:

The proposed improvements for Fiscal Year 2022-23 may be generally described as the continued maintenance services and operation of landscaping, lighting and appurtenant facilities that are located in and along such streets and sidewalks within the District. This includes, but is not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services.

Reference is made to Part "IV" of this Report for a discussion of the Zones of Benefit and the facilities associated with them, which are serviced and maintained. The facilities are described as follows:

### **Landscaping and Appurtenant Facilities**

Facilities include, but are not limited to: Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of said Assessment District. In addition, median landscaping is maintained by the District as follows:

<u>Area</u>	<u>Street</u>	<u>Limits</u>
0.92 Ac.	Katella Avenue	West City Limits to Beach Boulevard
2.52 Ac.	Beach Boulevard	South City Limits to North City Limits
0.16 Ac.	Village Center Drive	South City Limits to Beach Boulevard

### **Lighting, Traffic Signals and Appurtenant Facilities**

Facilities include, but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of said Assessment District.

The public lighting system shall be maintained to provide adequate illumination. The traffic signal system shall be maintained based on the City specifications and current industry standards. Electricity for street lights and traffic signals shall be furnished by the Southern California Edison Company, and it shall be adequate for the intended purpose. Rates for power shall be those authorized by the California Public Utilities Commission.

***Engineer's Report  
Lighting and Landscaping District No. 1  
City of Stanton  
Fiscal Year 2022-23***

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Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the landscaping, public lighting facilities, including repair, removal or replacement of all or part of any of the landscaping and public lighting facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities, and the furnishing of electric energy for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing the general nature, location, and the extent of the improvements, are on file in the office of the City Engineer and are by reference herein made a part of this Report.



## PART III – COST ESTIMATE

The City's budget for the operations and services costs of the street lighting and median landscaping improvements, shown below, detail the estimated costs and fund balances for Fiscal Year 2022-23 as available at the time of preparation of this Report.

The Landscape and Lighting Act of 1972 ("Act" or "1972 Act") provides that the total cost can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the district proceedings.

In 2019 the City purchased approximately 1,000 street lights within the City, previously owned and maintained by Southern California Edison Company (SCE). The City has assumed responsibility for the servicing and maintenance of those lights. The 1919 Act funds were used to convert the lights to LED.

Estimated expenditures and revenues for the maintenance and operation for Fiscal Year 2022-23 are as follows:

OPERATIONS AND SERVICE COST SUMMARY BY BUDGET CATEGORY				
	Street Lighting System	Traffic Signals	Maintenance of all Medians	Total
<b><u>Estimated Expenditures</u></b>				
Expenditures - O & M	\$ 255,000.00	\$ 265,000.00	\$ 271,000.00	\$ 791,000.00
Expenditures - Debt Service				
Repayment of Loan from General Fund	\$ 144,480.00	\$ -	\$ -	\$ 144,480.00
Expenditures - Capital				
Tree Planting	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00
Administrative Cost Allocation	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Expenditures:</b>	<b>\$ 399,480.00</b>	<b>\$ 265,000.00</b>	<b>\$ 296,000.00</b>	<b>\$ 960,480.00</b>
<b><u>Estimated Revenues</u></b>				
1919 Act Revenues	\$ 654,500.00	\$ -	\$ -	\$ 654,500.00
Interest				
1919 Act Fund	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
1972 Act Fund	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
<b>Subtotal Revenues:</b>	<b>\$ 656,500.00</b>	<b>\$ -</b>	<b>\$ 5,000.00</b>	<b>\$ 661,500.00</b>
<b><u>Reserves Transfer Detail</u></b>				
Median Reserves	\$ -	\$ (265,000.00)	\$ (86,587.77)	\$ (351,587.77)
1919 Act Lighting Reserves	\$ 257,020.00	\$ -	\$ -	\$ 257,020.00
<b>Subtotal Reserves:</b>	<b>\$ 257,020.00</b>	<b>\$ (265,000.00)</b>	<b>\$ (86,587.77)</b>	<b>\$ (94,567.77)</b>
<b>2022-23 NET ASSESSMENT</b>			<b>\$ 204,412.23</b>	<b>\$ 204,412.23</b>

**Engineer's Report**  
**Lighting and Landscaping District No. 1**  
**City of Stanton**  
**Fiscal Year 2022-23**



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The following table is a summary of the District fund balances. A five-year review of the estimated revenue, expenditures and fund balance is provided in Appendix C.

FUND BALANCE SUMMARY			
	1919 Act	LLMD	Total
Beginning Fund Balance	\$ (499,632.00) *	\$ 825,909.00	\$ 326,277.00
Less Transfers			
Street Lighting	\$ 257,020.00		\$ 257,020.00
Traffic Signals		\$ (265,000.00)	\$ (265,000.00)
Median Maintenance		\$ (86,587.77)	\$ (86,587.77)
Estimated Ending Fund Balance	\$ (242,612.00)	\$ 474,321.23	\$ 231,709.23

\*includes the payoff of the loan to purchase the street lights within the City from SCE

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next Fiscal Year.





## **PART IV - METHOD OF APPORTIONMENT**

### **GENERAL**

Part 2 of Division 15 of the Streets and Highways Code, the 1972 Act, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Because assessments are levied on the basis of benefit, they are not a tax, and, therefore, are not governed by Article XIII A of the California Constitution.

The Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the Act requires the levy of a true "assessment" rather than a "special tax."

The Act also permits certain parcels to be exempt from assessment. Excepted from these assessments are areas of all publicly owned property such as: public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, all public easements and rights-of-way, all public parks, green belts and parkways, and all public property being used for public purposes.

### **BENEFIT ANALYSIS**

All parcels in the City of Stanton derive benefit from the street lighting system and arterial highway median maintenance on Beach and on Katella. The intent of this Report is to establish a methodology that fairly distributes the cost of the system in relation to the benefits received. A portion of the cost of arterial median maintenance is considered a special benefit to abutting properties. The percentage of special benefit to be allocated may vary as parcels reconfigure or change classification. As these medians are on regional arterial highways, a benefit accrues to the entire City as well, and the remaining portion of the cost is assessed on that basis. Median maintenance on Village Center Drive, a local street, benefits only the abutting properties and will be assessed on that basis. Lands and rights-of-way owned by railroads and public utilities are included in this proposed assessment district as permitted by Section 22595 of the Streets and Highways Codes.



The assessment ratio for each single family residential parcel, including condominiums, is one equivalent unit (EQU); the assessment ratio for each acre of commercial, industrial, church, apartment, duplex, triplex, mobile home park, and other developed land is six equivalent units (EQU). This relationship is based on the City's typical standard residential lot area and the number of lots that could be subdivided into an acre of land. This proration accounts for an adjustment for street rights-of-way and public easements.

### **Street Lighting and Traffic Signals**

The proper functioning of street lighting and traffic signals is imperative for the welfare and safety of the public and property throughout the City. Proper maintenance and servicing of the street lighting system benefits properties within the District by providing proper illumination for ingress and egress and safe traveling at night. Properties within the District also benefit from the proper functioning of the District's traffic signal system. Proper operation of the street light and traffic signal systems is imperative to public convenience, orderly traffic flow, enhanced congestion management and safety. Improved security, fuel conservation, protection of property from crime and vandalism, and reduction of traffic accidents, are special and direct benefits to all properties within the City; lighting benefits are directly related to public safety and property protection. The City costs to administer the improvements are also considered a benefit to all properties.

All parcels within the City are deemed to benefit from the street lighting and traffic signal system.

### **Median Landscaping**

Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value. The median improvements are located as follows:

#### **Beach Boulevard and Katella Avenue Medians**

These improvements provide a Citywide Benefit and a direct Local Benefit, therefore the costs for maintaining and servicing these improvements has been divided into two categories:

- The Citywide Benefit for the Beach and Katella medians is assessed based on the Equivalent Units generated by all assessable parcels in the City which do not abut the Beach and/or Katella medians. This year the Equivalent Units generated by the parcels in this category represents approximately 77% of the total units.
- The Local Benefits attributed to the Beach and Katella median improvements provide a direct Local Benefit to each parcel fronting the improvements and is assessed based on the parcel's respective front footage. This method provides a fair and equitable way of spreading the costs when localized improvements front specific parcels because the more a parcel fronts the median improvements, the more benefit the parcel receives from the enhanced aesthetics of the improvements. This year the Equivalent Units generated by the parcels in this category represents



approximately 23% of the total units.

### **Village Center Medians**

- These improvements provide a Local Benefit only. One hundred percent (100%) of the Village Center Medians is deemed to be of direct benefit to only those parcels abutting these medians. Therefore, the cost of servicing the Village Center Medians is assessed to the abutting parcels based on these parcel's respective front footage.

## **ZONE CLASSIFICATIONS**

The land-use classification for each parcel has been based on the Orange County Assessor's Roll.

**Zone R** - This zone includes all single family residential properties, including condominiums, except those abutting the Beach and Katella Medians and/or Village Center Medians. They are assessed lighting, traffic signals, and general median costs on an equivalent unit basis. There are 5,071 single family residential parcels, including condominiums, in this zone. Where there is new development that has not yet subdivided, the equivalent units will be assigned based on the anticipated dwelling units planned for each parcel in the subdivision.

**Zone R1** - This zone includes Zone R type properties abutting the Beach and Katella Medians. They are assessed lighting and traffic signals costs on an equivalent unit basis, and Beach and Katella Median costs on a front foot basis. There are 112 parcels in this zone with 1,295.95 feet of street frontage.

**Zone R2** - This zone includes Zone R type properties abutting the Village Center Median. They are assessed lighting, traffic signals and general median costs on an equivalent unit basis, and Village Center Median costs on a front foot basis. There are 664 parcels in this zone with 1,827.7 feet of street frontage.

**Zone C** - This zone includes commercial, industrial, church, apartment, duplex, triplex, mobile home park and all other non-residential properties except those abutting the Beach and Katella Medians and the Village Center Medians. They are assessed lighting, traffic signals and general median costs on an equivalent unit basis. There are 696 parcels in this zone with 543.30 acres.

**Zone C1** - This zone includes Zone C type properties abutting the Beach and Katella Medians. They are assessed lighting and traffic signals costs on an equivalent unit basis, and Beach and Katella Median costs on a front foot basis. There are 205 parcels in this zone with 167.74 acres and 27,754.16 feet of street frontage.

**Zone C2** - This zone includes Zone C type properties abutting both the Beach and Village Center Medians. They are assessed lighting and traffic signals costs on an equivalent unit basis, and median costs on a front foot basis. There are 4 parcels in this zone with 6.19 acres and 596 feet of street frontage.

**Zone E** - Exempt property. This includes publicly owned property and common areas used in conjunction with adjacent residential sites.



**APPORTIONMENT OF ASSESSMENTS**

Category Budgets		Category Proposed Assessment Rates		Maximum Allowed Assessment Rate
Street Lighting Budget	\$0	Street Lighting Assessment Rate = \$0.00 / Equivalent Unit		\$0*
Traffic Signal Budget	\$0	Traffic Signal Assessment Rate = \$0.00 / Equivalent Unit		\$0*
Beach & Katella Medians Budget		Beach & Katella Medians Rate		
City-Wide Benefit (75%)	\$150,306	City-Wide Benefit Assessment = \$16.59 / Equivalent Unit		\$16.59
Local Benefit (25%)	\$45,951	Local Benefit Assessment Rate = \$1.55 / Front Foot		\$1.55
	\$196,258			
Village Center Medians Budget	\$8,457	Village Center Medians Local Benefit Assessment Rate = \$3.49 / Front Foot		\$3.49

\* Lighting assessments have historically been covered by 1919 Act funds.

**TOTAL ASSESSMENTS PER CATEGORY AND ZONE**

Zone	Parcel Count	Dwelling Units	Acres	Factor	Equivalent Units	Citywide Median Assessment	Street Front Footage	Beach/Katella Local Median Assessment	Village Center Local Median Assessment
R	5071	5079		1	5,079.00	\$84,260.61			
R1	112	112		1			1,295.95	\$2,008.72	
R2	664	703		1	703.00	\$11,662.77	1,827.21		\$6,376.96
C	696		543.30	6	3,259.82	\$54,080.38			
C1	205		167.74	6			27,754.16	\$43,018.95	
C2	4		6.19	6			596.00	\$923.80	\$2,080.04
Totals	6752	5894	717.24		9,041.82	\$150,003.76		\$45,951.47	\$8,457.00



### Assessment Summary

The following table summarizes the different assessments for the different Zone Classifications, and compares the proposed assessments with last year's assessments. The proposed rates for Fiscal Year 2022-23 may increase or decrease depending on the number of equivalent units so long as it does not exceed the maximum rates shown in the Apportionment of Assessments table on the previous page.

**ASSESSMENT SUMMARY AND COMPARISON**  
**for the different Zone Classifications within the District\***

Zone	Street Lighting	Traffic Signals	Beach & Katella Medians	Village Center Medians	FY 2022-23 Maximum Rate	Prior Year Rate
R	\$0.00	\$0.00	\$16.59	--	\$16.59	\$16.59
R1	\$0.00	\$0.00	\$77.50	--	\$77.50	\$77.50
R2	\$0.00	\$0.00	\$16.59	\$174.50	\$191.09	\$191.09
C	\$0.00	\$0.00	\$16.59	--	\$16.59	\$16.59
C1	\$0.00	\$0.00	\$77.50	--	\$77.50	\$77.50
C2	\$0.00	\$0.00	\$77.50	\$174.50	\$252.00	\$252.00

\* Assessments shown are for Single Family Homes or Commercial parcels of 0.17 acres (1 Equivalent Unit), and frontage assessments are shown for a 50 ft. wide parcel.



## APPENDIX A – ASSESSMENT DIAGRAM

The boundaries of the District are coterminous with the boundaries of the City of Stanton. A diagram showing the exterior boundaries of the District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the District is on file in the Office of the City Engineer and incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Orange for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.



## **APPENDIX B – ASSESSMENT ROLL**

Assessments are not levied within the area upon public streets and other public properties, utility easements, right-of-way, public schools, public parks, and common areas. A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of Orange, which by reference is hereby made a part of this Report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the Office of the Clerk of the City of Stanton.



## APPENDIX C – 5-YEAR PROJECTION

Upon Council request at the Public Hearing for Fiscal Year 2019-20, the following is a 5-year review of the District Revenue, Expenditures and Fund Balance.

### 5-Year Review

		Prior Year	Current Year				Future Yr % Increases Assumptions
1919 ACT AD VALOREM	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	
Beginning Fund Balance	\$ 317,424	\$ (724,087)	\$ (499,632)	\$ (242,612)	\$ 19,848	\$ 287,780	
1919 Act Revenue	\$ 636,001	\$ 642,050	\$ 654,500	\$ 667,590	\$ 680,942	\$ 694,561	2.00%
Interest	\$ 433	\$ 3,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	
Payoff Loan to Bank of the West*	\$ (1,069,246)	\$ -	\$ -	\$ -	\$ -	\$ -	
Principal Loan Repayment to General Fund **	\$ -	\$ (164,025)	\$ (133,460)	\$ (135,480)	\$ (137,520)	\$ (139,585)	
Interest Expense	\$ (35,140)	\$ (16,570)	\$ (11,020)	\$ (9,000)	\$ (6,960)	\$ (4,895)	
Intra-Fund Transfer	\$ (405,380)	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Expenditures	\$ (168,179)	\$ (240,000)	\$ (255,000)	\$ (262,650)	\$ (270,530)	\$ (278,645)	3.00%
Ending Fund Balance	\$ (724,087)	\$ (499,632)	\$ (242,612)	\$ 19,848	\$ 287,780	\$ 561,216	
<b>1972 ACT ASSESSMENTS</b>							
Beginning Fund Balance	\$ 1,005,036	\$ 1,197,422	\$ 825,909	\$ 474,321	\$ 96,271	\$ (309,231)	
Assessment Revenue ***	\$ 195,242	\$ 204,412	\$ 204,412	\$ 206,000	\$ 208,000	\$ 210,000	1.00%
Interest	\$ 2,942	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
Intra-Fund Transfer	\$ 405,380	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures	\$ (411,178)	\$ (580,925)	\$ (561,000)	\$ (589,050)	\$ (618,503)	\$ (649,428)	5.00%
Ending Fund Balance	\$ 1,197,422	\$ 825,909	\$ 474,321	\$ 96,271	\$ (309,231)	\$ (743,659)	
<b>Ending 1919 and 1972 Act Fund Balance</b>	<b>\$ 473,335</b>	<b>\$ 326,277</b>	<b>\$ 231,709</b>	<b>\$ 116,119</b>	<b>\$ (21,451)</b>	<b>\$ (182,443)</b>	

\* Loan payoff was for the purchased approximately 1,000 street lights within the City, previously owned and maintained by SCE

\*\* Loan repayment scheduled through 6/30/28.

\*\*\* Assessment Revenue is based on Actual 2021-22 and anticipated 2022-23 revenue (may vary slightly from Budget).



# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** May 24, 2022

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

### **REPORT IN BRIEF:**

On April 12, 2022, the City Council adopted Resolution No. 2022-18, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would declare the City Council's intention to levy and collect the assessments and set the required public hearing for Tuesday, June 28, 2022.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopt Resolution No. 2022-29, declaring its intention to levy and collect the annual assessments for Stanton Lighting and Landscaping District No. 1, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND**

**SERVICING OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO”;**  
and

3. Schedule the public hearing to consider the assessments for Fiscal Year 2022-23 on June 28, 2022.

**BACKGROUND:**

The Stanton Lighting and Landscaping District No. 1 (“District”) was formed on March 10, 1981, and currently provides funding for maintenance and improvements for the City’s street lights, traffic signals, and medians. Each parcel in the City is assessed a proportionate share of the District’s costs each year. The assessment appears on the property tax bill. Assessments are established upon an Engineer’s assessment of each property’s relative benefit from the services provided by the District.

Each year, an update to the Engineer’s report must be produced relative to the District’s annual assessments. The Engineer’s Report was provided to the City Clerk on May 17, 2022, and has been submitted to the City Council for approval at tonight’s meeting with proposed Resolution No. 2022-28.

If the City Council approves the Engineer’s Report, the City Council must give notice of its intention to levy the assessments and must conduct a public hearing prior to giving its final approval. The proposed resolution would set the required public hearing for Tuesday, June 28, 2022, at 6:30 p.m.

**FISCAL IMPACT:**

The proposed resolution is necessary in order to provide funds for the City’s Lighting and Landscape Maintenance District Funds (#224 and #225) in Fiscal Year 2022-23.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the normal agenda posting process.

## **STRATEGIC PLAN OBJECTIVE ADDRESSED**

### **4. Ensure Fiscal Stability and Efficiency in Governance**

Prepared by:

/s/ Michelle Bannigan

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Michelle Bannigan, CPA  
Finance Director

Approved by:

/s/ Zenia Bobadilla

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Zenia Bobadilla  
Interim City Manager

#### **Attachment:**

A. Resolution No. 2022-29

**RESOLUTION NO. 2022-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO**

**WHEREAS**, on April 12, 2022, the City Council adopted Resolution No. 2022-18 initiating proceedings for the annual levy of assessments within Stanton Lighting and Landscaping District No. 1 and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code; and

**WHEREAS**, pursuant to said Resolution, the City Council ordered the Engineer to prepare a report pursuant to Section 22565 et seq. of the Act; and

**WHEREAS**, the Engineer did prepare and file such a report (the “Engineer’s Report”), with the City Clerk on the 17<sup>th</sup> of May, 2022; and

**WHEREAS**, on May 24, 2022, the City Council adopted Resolution No. 2022-28, preliminarily approving the Engineer’s Report.

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

**SECTION 1:** The City Council further finds that this Resolution is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly).

**SECTION 2:** The public interest and convenience require, and it is the intention of the City Council of the City of Stanton, to order the annual levy of assessments and to levy and collect said assessments within the exiting assessment district designated “Stanton Lighting and Landscaping District No. 1” (the “Assessment District”) for the fiscal year commencing July 1, 2022, and ending June 30, 2023, pursuant to the provisions of the Landscaping and Lighting Act.

**SECTION 3:** The improvements to be undertaken consist of the installation, maintenance, servicing and operations of those certain public lighting facilities and median islands located within the boundaries of the territory included in the Assessment District. The Assessment District designated as Stanton Lighting and Landscaping

District No. 1 generally encompasses all of the territories within the City of Stanton, excepting from the assessment of said costs and expenses within the area described, the area of all public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, all public easements and public rights-of-way, all public parkways, and all public property being used for public purposes, provided however notwithstanding the foregoing property owned by railroad and public utility companies not used for public purposes shall be included in the Assessment District and not be excluded from assessment pursuant to the aforesaid exceptions.

**SECTION 4:** That reference is hereby made to the report of the Engineer on file with the City Clerk and open for inspection, for a full and detailed description of the improvements, the boundaries of the Assessment District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District. The Office of the City Clerk is located at 7800 Katella Avenue, Stanton, California 90680.

**SECTION 5:** That proposed installation, maintenance, servicing and operating in the opinion of the City Council of the City of Stanton will be of direct and special benefit to the property lying within the described boundaries of the Assessment District, as said Assessment District is described and defined in the Engineer's Report.

**SECTION 6:** Pursuant to Section 22624 et seq. of the Act, the annual assessments for Fiscal Year 2022-23 are not proposed to increase from the previous year.

**SECTION 7:** NOTICE IS HEREBY GIVEN THAT TUESDAY, JUNE 28, 2022, AT THE HOUR OF 6:30 P.M., THE CITY COUNCIL WILL HOLD A PUBLIC HEARING WHERE ALL INTERESTED PERSONS MAY BE HEARD CONCERNING THE ANNUAL LEVY OF ASSESSMENTS AND ALL OTHER MATTERS PERTAINING THERETO, WRITTEN PROTESTS MUST BE FILED WITH THE CITY CLERK PRIOR TO THE CONCLUSION OF THE HEARING, ANY SUCH PROTEST SHALL STATE GROUNDS OF THE OBJECTION AND IF FILED BY THE PROPERTY OWNER, SHALL CONTAIN A DESCRIPTION SUFFICIENT TO IDENTIFY THE PROPERTY.

**SECTION 8:** The City Clerk shall give notice of the date, time, and place of the hearing pursuant to law.

**SECTION 9:** All work proposed shall be done in accordance with the Act.

**SECTION 10:** The City Clerk shall certify the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 24th day of May, 2022.

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DAVID J. SHAWVER  
MAYOR

**APPROVED AS TO FORM:**

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HONGDAO NGUYEN  
CITY ATTORNEY

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

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-29 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 May 24, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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PATRICIA A. VAZQUEZ  
CITY CLERK

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** May 24, 2022

**SUBJECT: RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF STANTON, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION, REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS**

### **REPORT IN BRIEF:**

The General Election, including Stanton's Municipal Election, will be held on Tuesday, November 8, 2022. It is City policy to consolidate the local election with that of the County of Orange. In order to enable such consolidation, it is necessary to adopt Resolutions calling for the holding of a general municipal election and requesting consolidation. Additionally, it is necessary to adopt a Resolution pertaining to materials prepared by any candidate for a municipal election, including costs of candidate statements.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. City Council adopt Resolution No. 2022-25, Calling for the Holding of a General Municipal Election to be held on November 8, 2022, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES"; and**



3. City Council adopt Resolution No. 2022-26, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be held on November 8, 2022, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE”;** and

4. City Council adopt Resolution No. 2022-27, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022”.**

#### **BACKGROUND:**

For each municipal election it is necessary to submit to the County of Orange resolutions calling for the election, requesting consolidation, and adoption of regulations for candidates statements.

Resolution No. 2022-27 regarding regulations for candidate statements pertains only to the November 8, 2022 election. The ***estimate*** that the City of Stanton should require for a deposit from each candidate for the cost of printing a 200-word candidate statement in compliance with the language provisions of the national Voter Registration Act is \$700.00 (includes electron is candidate statement). The ***estimate*** that the City of Stanton should require for a deposit from each candidate for the cost of only a requesting an electronic 200-word candidate statement in compliance with the language provisions of the national Voter Registration Act is \$500.00.

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

Pursuant to Sections 10400 – 10418 of the Elections Code and the California government Code provisions of law relating to general law cities in the State of California, these resolutions must be adopted to proceed with the General Municipal Election to be held on November 8, 2022.

#### **FISCAL IMPACT:**

Costs for the municipal election to be held November 8, 2022 is ***estimated*** at \$40,000.00. Sufficient funds have been included in the FY 2022-2023 budget for this expense.

**ENVIRONMENTAL IMPACT:**

This item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the accompanying resolutions for form.

**PUBLIC NOTIFICATION:**

Through the regular agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

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

Prepared by:

Concur by:

/s/ Patricia A. Vazquez

/s/ Michelle Bannigan

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Patricia A. Vazquez  
City Clerk

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Michelle Bannigan  
Finance Director

Approved by:

/s/ Zenia Bobadilla

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Zenia Bobadilla  
Interim City Manager

**Attachments:**

- A. Resolution No. 2022-25
- B. Resolution No. 2022-26
- C. Resolution No. 2022-27

**RESOLUTION NO. 2022-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES**

**WHEREAS**, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022 for the election of Municipal Officers; and

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

**SECTION 1:** That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Stanton, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing a Mayor for the full term of four years, and two Members of the City Council, one each from District 1 and District 3 for the full term of four years.

**SECTION 2:** That the ballots to be used at the election shall be in form and content as required by law.

**SECTION 3:** That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 4:** That the vote center locations and hours of operations, ballot drop box locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of Orange and in compliance with the Elections Code of the State of California.

**SECTION 5:** That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 6:** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 7:** That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official County of Orange Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

**SECTION 8:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**SECTION 9:** The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**ADOPTED, SIGNED AND APPROVED** this 24<sup>th</sup> day of May, 2022.

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

APPROVED AS TO FORM:

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

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-25 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 May 24, 2022, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

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

**RESOLUTION NO. 2022-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE**

**WHEREAS, on May 24, 2022,** the City Council of the City of Stanton called a General Municipal Election to be held on November 8, 2022, for the purpose of the election of a Mayor and two Members of the City Council, one each from District 1 and District 3; and

**WHEREAS,** it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places (vote centers) and election officers of the two elections be the same, and that the County election department of the County of Orange canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

**SECTION 1:** That pursuant to the requirements of section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the election of a Mayor and two Members of the City Council, one each from District 1 and District 3, for the full term of four years.

**SECTION 2:** In accordance with 10002, 10403, and 10418 of the California Elections Code, that the County election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election. The City of Stanton acknowledges that the consolidated election will be held and conducted in the manner prescribed in California Elections Code section 10418.

**SECTION 3:** That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

**SECTION 4:** That the City of Stanton recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

**SECTION 5:** That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County election department of the County of Orange.

**SECTION 6:** That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Orange and shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**ADOPTED, SIGNED AND APPROVED** this 24<sup>th</sup> day of May, 2022.

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

APPROVED AS TO FORM:

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

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-26 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 May 24 2022, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

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

**RESOLUTION NO. 2022-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022**

**WHEREAS**, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statement.

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

**SECTION 1: GENERAL PROVISIONS.** That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Stanton on November 8, 2022 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form and electronic format (as specified by the City Clerk) in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

**SECTION 2: FOREIGN LANGUAGE POLICY.**

- A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Orange. The County is required to translate candidate's statements into the following languages: Korean, Spanish, and Vietnamese.
- B. The County will print and mail voter information guides and candidates statements to all voters in Korean, Spanish, and Vietnamese or the County will mail separate voter information guides and candidates statements in Korean, Spanish, and Vietnamese to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates statements in the required languages available at all polling places/vote centers, on the County's website, and in the Election Official's office.

### **SECTION 3: PAYMENT.**

#### **A. Translations:**

1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

#### **B. Printing:**

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of an electronic candidates statement if such method is acquired.
3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
5. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The Orange County Registrar of Voters has estimated the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and the City Clerk shall require each candidate filing a statement to pay in advance to the local agency their estimated pro rata share as a condition of having their statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimated and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.



**SECTION 4: MISCELLANEOUS.**

- A. All translations shall be provided by professionally-certified, registered or qualified translators/interpreters meeting the criteria of Elections Code Section 13307 (b)(2).
- B. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relation to elections.

**SECTION 5: ADDITIONAL MATERIALS.** No candidate will be permitted to include additional materials in the voter information guide.

**SECTION 6:** That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

**SECTION 7:** That all previous resolutions establishing council policy on payment for candidates statements are repealed.

**SECTION 8:** That this Resolution shall apply only to the general municipal election to be held on November 8, 2022 and shall then be repealed.

**SECTION 9:** That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**ADOPTED, SIGNED AND APPROVED** this 24<sup>th</sup> day of May, 2022.

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DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

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HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-27 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 May 24, 2022, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

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

## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** May 24, 2022

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE PARKS MASTER PLAN AND APPROPRIATION OF FUNDS**

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

The proposed action will award a contract to RJM Design Group to develop a comprehensive Parks Master Plan, including a framework for the planning, development and maintenance of Stanton parks and recreation facilities. In addition, staff is requesting an appropriation of \$180,000 from the American Rescue Plan Act (ARPA) Fund (#257) for the Park Master Plan project (Project No. 2021-201).

#### **RECOMMENDED ACTION:**

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve a Professional Services Agreement with RJM Design Group to develop a Parks Master Plan; and
3. Authorize the Interim City Manager to execute the Professional Services Agreement; and
4. Unfund the existing \$100,870 project budget from the Park In Lieu Fees Fund (#310) and appropriate \$180,000 from the ARPA Fund.

#### **BACKGROUND:**

The City previously adopted a Parks and Recreation Master Plan in 2005. Since the adoption, the makeup of the community has changed, including the recreational needs of Stanton residents. To address these changes, staff is seeking to develop a

comprehensive Parks Master Plan that will engage the community and yield a final planning document to provide guidance to the City for the development of the City's parks and recreational facilities for the next 15 years.

A completed Parks Master Plan will reflect and prioritize community needs, address needed park elements, review aging infrastructure, serve as a planning document for the Capital Improvement Program, and ensure future sustainability of the City's parks and recreational facilities. In February 2022, staff issued a Request for Proposals (RFP) and conducted a competitive RFP process to identify the most qualified consultant to work with the community and internal stakeholders to complete the Stanton Parks Master Plan.

## **ANALYSIS/JUSTIFICATION:**

The scope of the Parks Master Plan includes an inventory of current facilities and programs, community engagement to solicit feedback and vision for the future, and a final report summarizing the project findings and recommendations.

In order to achieve the goals as described, the planning process will include the following methods and deliverables while prioritizing community engagement:

- Existing City Document Review
  - Current Master Plan
  - Local Hazard Mitigation Plan
  - Town Center Specific Plan
  - General Plan
  - City Zoning Ordinances
  - Municipal Code
  - General Fund & Capital Improvement Budgets
- Parks & Program Inventory
- Existing Conditions Analysis
  - Recreation Facilities Assessment
  - Demographic Assessment
- Community Engagement
  - Interviews with key stakeholders, including but not limited to, the City Council, Parks and Recreation Commission, youth sports organizations, and school district representatives.
  - Three in-person workshops that will include family friendly activities to encourage participation. Meetings can be modified with virtual option if public health directives arise.
  - Multiple in-person pop up events staffed by City team members at local community events.
  - A project website that will include project updates, timelines, and an online survey for those who cannot attend an in-person event.
- Community Needs Assessment and Prioritization Matrix
- Gap Analysis & Opportunity Sites

- City's parks inventory will be analyzed by service area (5-10-15 minute walk) to identify underserved neighborhoods.
- Potential acquisitions, and/or development opportunities, as well as opportunities for park expansion or renovation.
- Park, Facility and Program Recommendations
- Management and Policy Review with Recommendations
- Operations and Maintenance Plan
- Financial Review and Strategy Recommendations
- Report Development, Review and Documentation

In response to the RFP, two proposals were received.

Rank	Vendor	Proposed Cost
1	RJM Design, INC.	\$168,625
2	KTU&A	\$167,750

The proposals were independently rated by City staff members and scores were averaged to determine the highest-rated firm. The Professional Services Agreement including the scope of work and schedule of services with RJM Design Group, Inc. is included as Attachment A.

RJM Design Group, Inc. is an independent consulting firm with more than 30 years of experience serving the needs of cities, public agencies, communities, and organizations throughout California. Their team of landscape architects and planners bring relevant experience in developing similar Master Plans for other cities and public agencies, with each plan uniquely designed and crafted for the individual community.

Staff recommends that the City Council approve the Professional Services Agreement with RJM Design Group, Inc. (Attachment "A") in the not-to-exceed amount of \$163,625 to develop a Stanton Parks Master Plan. The project is tentatively scheduled to start in May 2022 and conclude by June 2023.

#### **FISCAL IMPACT:**

The cost to the City for services provided pursuant to this agreement shall not exceed one hundred sixty-eight thousand, six hundred and twenty-five dollars (\$168,625). The City's Fiscal Year 2021/22 Amended Budget includes \$100,870 for this project (Project No.2021-201), which is currently solely funded by the City's Park In Lieu Fees Fund (#310). The City Attorney recommends the City fund the project with an alternate funding source. The total cost of the project is estimated at \$180,000 to sufficiently fund the cost of the consultant and City staff time to complete the project. The ARPA Fund has approximately \$2.1 million available for appropriation.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the attached Professional Services Agreement.

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

5. Provide a high quality of life.

**PUBLIC NOTIFICATION:**

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

Prepared by:

/s/ Zenia Bobadilla

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Zenia Bobadilla  
Interim City Manager

Concur by:

/s/ Michelle Bannigan

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Michelle Bannigan  
Finance Director

Reviewed by:

/s/ HongDao Nguyen

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HongDao Nguyen  
City Attorney

**ATTACHMENT:**

- A. Professional Services Agreement with RJM Design, INC. for development of a Parks Master Plan.

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
PARKS MASTER PLAN**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 24<sup>th</sup> day of May, 2022, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **RJM Design Group, Inc., a Corporation**, with its principal place of business at **31591 Camino Capistrano, San Juan Capistrano, CA 92675** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional **Parks Master Plan** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Parks Master Plan** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **Parks Master Plan** project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from May 10, 2022 to June 30, 2023 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Consultant.**

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

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

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

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

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The Interim City Manager, **Zenia Bobadilla**, will serve as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.



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

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

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

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

3.2.10 Insurance.

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

subconsultants to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident, or if no owned autos, then covering, “Hired Autos” and “Non-Owned Autos”.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **one hundred sixty-eight thousand, six hundred and twenty-five dollars (\$168,625)** ("Total Compensation") without written approval of the **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the

commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

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

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

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

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

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

**Consultant:**

RJM Design Group  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
Attn: **Zachary M. Mueting, Principal Landscape Architect**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Zenia Bobadilla, Interim City Manager**

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

**3.5.3 Ownership of Materials and Confidentiality.**

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

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

magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel approved by City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent



jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

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

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

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

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

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

**3.20 Subcontracting.**

**3.20.1 Prior Approval Required.** Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written

approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 10<sup>th</sup> day of May, 2022.

CITY OF STANTON

RJM Design Group, Inc.

By: \_\_\_\_\_  
Zenía Bobadilla  
Interim City Manager

By: \_\_\_\_\_  
Zachary Meuting  
Principal Landscape Architect

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

**EXHIBIT “A”**

**SCOPE OF SERVICES**

**PHASE I: PROJECT MANAGEMENT**

**Tool 1: Work Plan**

Clear communication is critical in any endeavor. RJM will hold a virtual or in person kick off meeting to finalize the work plan and key team members. Monthly virtual meetings with the City Team will review schedule progress, present information, and recommend direction throughout the project. These regular meetings enable strong team collaboration and unity in decision making as the project develops. The consultant shall supply the City with an electronic copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the City at least three (3) working days before each progress meeting.

Additionally, a project team online resource FTP site will allow for easy file access and document review for all team members. This will ensure everyone has access to the latest reports, and graphic illustrations available. Based on select tools, we will create an online project dashboard where you can see results from public comments live as they come in eliminating the “wait” for consultants to gather and report back.

**PHASE II - EXISTING CONDITIONS ANALYSIS**

**Tool 2: Existing Documentation Review**

Knowing what documents exist and how they relate to one another can help guide planning to ensure there are no conflicts or overlapping efforts. RJM will review the 2005 Parks Master Plan, General Plan, Active Transportation Plan, As-Built Plans and Master Plans for each park site, Area Specific Plans, Capital Improvement Program, Annual Adopted Budget and other pertinent community development plans which may affect Master Plan decisions and recommendations, including policies, zoning ordinances, and park development design guidelines and landscape standards, to generate a database of existing resources. Understanding the history of past planning projects enables the City to carefully navigate future planning efforts free of potential conflict.

**Tool 3: Parks and Program Inventory**

**Parks**

Understanding where parks exist is not enough in today’s world. RJM utilizes the power of Esri to truly map out community needs and identify underserved areas. Where park quality, safety, and accessibility may be impacting disadvantaged communities. We will verify the City’s existing parks and facilities list, as well as provide update the City’s GIS System.

Specifically the GIS dataset will include:

- Geolocate City-owned parks and recreation facility parcels. Developed park profile sheets with aerial of each site and list of amenities at each park.
- Quantify City-owned park passive and active recreational amenities (i.e. ballfields, basketball courts, dog parks, tennis courts, restrooms, and playgrounds). Prepare database

to include a list of amenities specific to each park site. We will visit each park and use the Esri collector app to report the condition of each passive and active recreational amenity.

- Identify existing trail, greenbelt, natural and other green infrastructure resources which are being used for access, recreational, habitat and open space purposes.
- County, HOA parks and joint use school facilities shall be provided by the City and will be included in the inventory analysis to ensure there is no duplication of amenities and services provided.

#### Recreation Programs

We shall provide an inventory and evaluation of existing programs and services provided by the City for the last two years. Analyze the City's current offerings in terms of attendance, use of space, and consistency with current trends in the recreation and leisure services industry. The evaluation shall review and provide analysis of the Department's performance with programs and services for all age groups (toddlers to seniors). The evaluation shall indicate gaps in service and recommendations for new programs and services the City may consider implementing.

We will work with staff to evaluate existing levels of programs and services within the City's sphere of influence, both public and private, to evaluate the adequacy and accessibility of services available for residents. Complete and provide an inventory of nearby recreation facilities, programs, services and the resources provided by others for the City's ongoing review for potential competition, duplication of services, and/or to evaluate opportunities for future collaborations and partnerships.

#### **Tool 4: Recreation Facilities Assessment**

Our project Architect will assess condition of the two community centers at City Hall /Civic Center (34,475 SF) and the Stanton Family Resource Center / Stanton Community Services Center (3500 SF) determine its current condition, possible future enhancements to meet projected public activities, and the long-term feasibility use of the facilities. The Architect will assist RJM Design Group to assess future modifications that are discovered through the parks assessment portion of the work.

*Facility Tours and Assessment:* Facility tours will be conducted to make observations on conditions, operational challenges, and current condition. General observations will be made on accessibility and recommendations. Accessibility includes access to entrance from parking lots, access to existing restrooms, proper door clearance, and door hardware - not at a Casp level.

*Facility Condition Findings:* The Architect will prepare a memo with findings of the two facilities including recommendations, next steps, and discussions on challenges of implementing public programmed spaces into the facility including expansions and renovations.

#### **NOT INCLUDED:**

1. CASP services
2. Evaluation of structural, mechanical, electrical, or plumbing systems
3. Hazardous materials abatement or evaluation
4. Independent investigation of accuracy of supplied information from Owner
5. Cost estimation services

**Tool 5: Benchmark Comparison**

Gather data on comparable services, facilities, and fees from no more than three (3) comparable agencies in the Stanton area to benchmark and compare City's current level of service with best practices from other agencies. Data gathered may include types of programs offered, partnerships, operating budgets, staffing sizes, facility size, fees, and annual budgets for sports and aquatics complexes, and gymnasiums/community centers serving similar sized communities.

Additionally, an analysis will be completed on current per capita spending and investment for parks and recreation operations in Stanton. Per capita spending analysis shall include expenditures related to maintenance, operations, staffing, programming, administration, and capital improvement projects.

**Tool 6: Demographic Assessment**

Understanding the recreation needs and preferences of City residents first depends upon an understanding of the population and its demographic characteristics. Steps in this process involve a review of data regarding the City's population base as defined by Esri. Esri starts with the demographics data from Census Data and the American Community Survey then employs a time series of county-to-county migration data from the IRS, building permits and housing starts, plus residential postal delivery counts. Finally local data sources that tested well against Census 2010 are reviewed. The end result balances the measures of growth or decline from a variety of data series. As available, demographic data regarding age, household size, housing units, ethnic profile and income characteristics will be used in the analysis. If 2020 census data becomes available, this dataset will also be evaluated.

Detailed demographic data regarding such variables as age, ethnicity, household size, and income as well as special populations which may require specialized or disproportionate services and programming, such as seniors, teens, pre-schoolers, second-language learners, individuals with disabilities, military families and veterans will be analyzed in order to identify unique populations for use in the demand analysis. Special attention will be given to any sub-groups of the population that show unusual trends of change.

**PHASE III - PUBLIC OUTREACH AND PARTICIPATION****Tool 7: Community Engagement**

We will assist the City in developing a communications plan with easy-to-deploy tools that enable a two-way dialogue with the community. Our goal is to provide an inclusive community outreach process that maintains the vision and expectations for everyone. Working with the City our team will prepare a communications plan that covers the following tasks.

**Project Website**

The project website will build an awareness for the project and be promoted through local publications and digital resources including social media marketing ads, user group promotions, and local notices at City facilities. RJM will develop a project graphic that can be used in all of the project announcements. The project website will be developed in the Esri story map platform. The community can learn about the project, understand the extent of planning considerations, and

provide feedback. This website will be a hub for community collaboration and meaningful two-way feedback. This continuous public dialogue will ensure maximum opportunity for all community members to become informed and involved in the development of the Master Plan. As each of the outreach efforts are completed the results will be posted here for all to see and follow along. At any point during the project the community can provide direct comments via a “Feedback” button on the website. As feedback is recorded it will be reviewed and shared with the project team.

### Stakeholder Interviews

Soliciting the attitudes and perceived needs of community stakeholders is an essential element for a successful Master Plan. Often involved in the front lines of community recreation support and programming, stakeholders have a unique understanding of community desires. These interviews seek insight into the City’s values, strengths, weaknesses, unique attributes, distinctive competencies, and initiatives as well as to identify any private sector and/or non- profit organizations and their capabilities to compete or collaborate with the City in delivery of recreation services.

Direct one-on-one interviews will be conducted with selected key stakeholders. Our team will conduct interviews with individuals such as the members of the City Council, the Parks, Recreation and Community Services Commission, City Manager’s Office and school district representatives. RJM will work with City staff to identify interviewees. Estimate twelve (12) interviews to be conducted.

### Community Workshops

We have experience in both virtual and in person workshops, as well as a hybrid model that includes both options. We can negotiate this task as the City desires. Each “in person” community consensus building workshop includes a two (2) hour session, inclusive, for up to fifty (50) participants. Each online survey includes summarizing up to (300) responses. We propose to work closely with City Staff to organize and further define the approach to be used in this process. City to provide and manage all PPP requirements as mandated by the CDC and state of California. We will coordinate with City staff for the promotion of the workshops, scheduling, and the provision of staff to assist with the workshops. Our workshop methodology is designed to arrive at consensus regarding the priorities perceived by the public for improvements to the parks, recreation facilities, programs, and services.

#### *Workshop No. 1*

The first workshop will solicit community input on the characteristics, issues, and trends the City is currently facing. An online survey will also be available for residents that are unable to attend the workshop and will be active for (2) two weeks. The information gathered will be used identify key ideas and desires to be explored in the future surveys and outreach efforts.

#### *Workshop No. 2*

The second workshop will focus on parks, facilities, and programming needs. This workshop will begin with a presentation illustrating the results of past efforts and soliciting further information on the prioritization of the desired recreation improvements. This workshop will also promote an



online survey option. The online survey will stay live for (2) two weeks allowing all community members to take part at their own pace.

#### *Workshop No. 3*

The final community outreach event will involve sharing all the past outreach results as well as the facility and program prioritization survey summary. At the conclusion of the presentation our team will host online survey will also be available for residents that are unable to attend the workshop and will be active for (2) two weeks for residents to weigh in and vote on the results.

We will also make paper copies of the survey available for distribution at City Hall and other locations as requested. Paper surveys will be collected, and data entered by City staff to be counted with online survey responses.

### PHASE IV - NEEDS SUMMARY AND RECOMMENDATIONS

#### **Tool 8: Community Needs Assessment**

The strength of the Master Plan will largely rest on the successful outreach efforts and thorough analysis of their findings. The assessment will not only convey the results among residents as a whole, it will also detail how the results vary across important subgroups of residents such as age, gender, location within the City, presence of children in the home, as well as length of residence and other factors.

Using the Esri Tapestry community dataset RJM can analyze the micro demographics to determine not just priority of recommendations but the impact on the location of the recommendations as well.

Each of the community engagement strategies employed will be analyzed and combined into a single engagement needs matrix graphic. This graphic will illustrate the community needs that have the most significant impact as well as other trending recreation desires among the community.

#### **Tool 9: Gap Analysis & Opportunity Sites**

The City's parks inventory will be analyzed by service area (5-10-15 minute walk) to identify underserved neighborhoods or community planning areas. The results will illustrate gaps in balancing the equitable distribution of service and opportunities for all ages and income levels. City wide recreation facilities will be evaluated in concert with the community demographics and resident input. The resulting mosaic will illustrate where there are gaps and/or inequities.

We will identify opportunity sites including land that can serve as potential park system acquisitions, and/or parks development opportunity, as well as opportunities for park expansion or renovation. After the facility needs, community priorities, and public consensus are defined, we will discuss and evaluate with City Staff the short-term, intermediate, and long-term opportunities to create new community recreation facilities. This may include evaluation of areas such as drainage or flood control sites, vacant land, or reuse of existing park land as well as potential new or enhanced partnerships to maximize the communities existing resources.

**Tool 10: Park, Facility and Program Recommendations**

RJM will provide a complete recommendation plan including cost estimates outlining the park infrastructure improvements required to meet the needs of the community. Some parks may have no potential improvements. Recommendations will be based on research and documented community needs. Specific recommendations may include park and recreation features such as additions, renovations, redevelopments, replacements, decommissioning, maintenance, and improvements of proposed parks, playgrounds, shelters, sports courts, parking lots, and turf reduction.

**PHASE V - MANAGEMENT, O&M, AND FINANCIAL ANALYSIS****Tool 11: Management and Policy Review & Recommendations**

The purpose of this task is to provide, recommend, and establish a policy management plan to help implement the Parks and Recreation Master Plan goals and guide future park development. We shall review Stanton's General Plan, planning and development ordinances pertinent to parks development issues; propose amendments and/or new ordinances needed to accomplish the development goals and objectives for the City's parks, programs, and services.

The evaluation will include recommendations for updated policies, General Plan elements, ordinances, and land acquisition policies. The evaluation shall include a review of park development impact fees, planning guidelines and standards for implementing the Park and Recreation Master Plan to meet the identified needs and to support the implementation of the City's standards.

**Tool 12: Operations and Maintenance Plan**

Evaluate and analyze the City's current operations and maintenance plan. The evaluation and analysis will develop goals, objectives, policies, and standards to address needs and to maximize the benefit of the park for the community.

The evaluation and analysis shall review benefits of maintenance provided by contract service providers, compared with a maintenance program provided by in-house personnel. Recommendations will include industry standard maintenance practices and policies for all park spaces and facilities to ensure adequate attention, care and upkeep is maintained to preserve the expected useful life of each park.

Consultant's evaluation shall consider the operations, staffing, and maintenance levels for current and identified future needs. Recommendations shall consider proposed modifications and additions to current indoor and outdoor park spaces and facilities. Consultant shall develop and provide cost estimates for proposed modifications, restructuring, and enhancements.

**Tool 13: Financial Review and Recommendations**

Conduct an analysis of existing financial plans and develop recommendations applicable to address current and future financial needs and priorities for the City.

The analysis shall include a review of existing funding mechanisms and cost recovery practices for the City's recreation programs and services; and shall recommend appropriate levels of cost recovery through fees. Recommendations shall balance cost recovery with affordability.

The recommendations will define annual funding requirements and forecasts for ongoing routine maintenance, and capital replacement normalized to assumed inflation rates.

This analytical model will provide the City with future budget requirements based on a series of funding projections.

## PHASE VI - REPORT AND ADOPTION

### **Tool 14: Report Development, Review, and Documentation**

#### Draft Master Plan Report Development

The Draft Master Plan report will summarize all information gathered in inventory tasks, community outreach and priorities, analysis, and funding opportunities. Summary narratives will be included within each major section as well. Recommend levels of recreation and park facilities shall be presented graphically and demonstrate distribution of service and opportunity. A list of site-specific projects, acquisitions, and services shall be generated and prioritized.

#### Master Plan Report

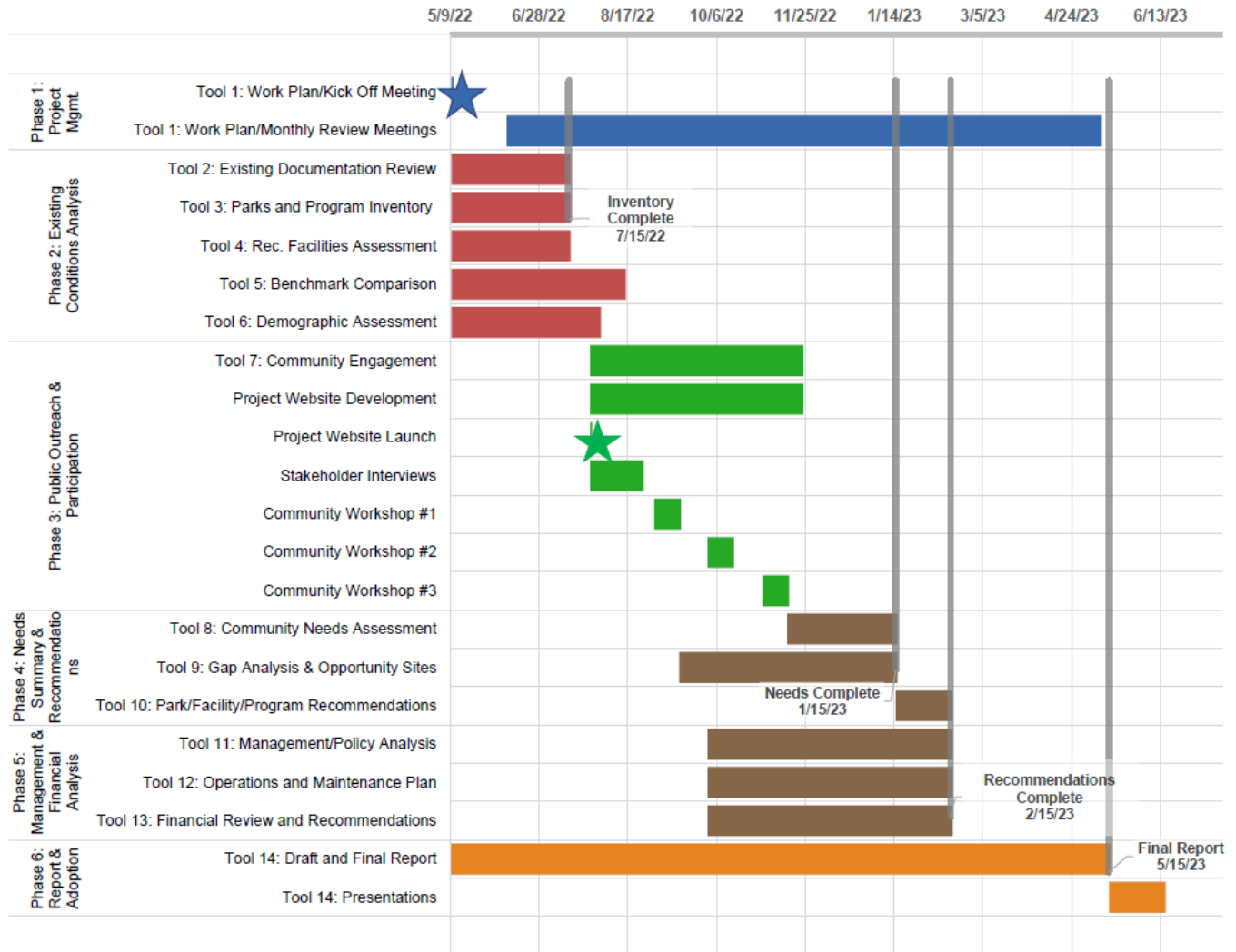
RJM will conduct a meeting with City Staff to review and discuss refinements to the Draft report. Upon receipt of one set of non-conflicting comments from the City, we will revise the document. The RJM Team will then incorporate City refinements and submit the Second Draft for staff review. Once the Second Draft has been reviewed and non-conflicting comments are received, a final Draft will be developed and formatted for delivery. All original detailed research and summary reports will be cataloged in an Appendix Document/Custom Binder.

#### Public Meetings and Presentations

RJM will prepare a PowerPoint presentation summarizing the Final Report and present the final draft Master Plan to the Parks, Recreation and Community Services Commission and City Council for review, comment, and final direction. Included in this proposal is in person attendance at one Commission meeting and one City Council meeting.

## EXHIBIT "B"

## SCHEDULE OF SERVICES



**EXHIBIT “C”**

**COMPENSATION**

This fee includes all costs to be incurred by RJM Design Group, Inc. with the exception of reimbursable expenses. Fees for the work are as follows:

<u>Phase/Task</u>	<u>Fee</u>
PHASE I - Project Management	
Tool 1 - Work Plan	\$10,775.00
PHASE II - Existing Conditions Analysis	
Tool 2 - Existing Documentation Review	\$6,250.00
Tool 3 - Inventory and Assessment of Parks and Programs	\$12,825.00
Tool 4 - Recreation Facility Assessment	\$11,500.00
Tool 5 - Benchmark Comparison	\$4,350.00
Tool 6 - Demographic Assessment	\$6,375.00
PHASE III - Community Outreach and Engagement	
Tool 7 - Community Engagement	
Project Website Development & Updates	\$6,550.00
Stakeholder Interviews	\$6,250.00
Workshop #1	\$8,100.00
Workshop #2	\$8,100.00
Workshop #3	\$8,100.00
<b>PHASE IV - Needs Summary and Recommendations</b>	
Tool 8 - Community Needs Assessment	\$5,875.00
Tool 9 - Gap Analysis & Opportunity Sites	\$8,475.00
Tool 10 - Parks, Facility, and Program Recommendations	\$7,650.00
<b>PHASE V - O &amp; M, Policy, and Funding Analysis</b>	
Tool 11 - Management & Policy Review and Recommendations	\$5,050.00
Tool 12 - Operations & Maintenance Plan	\$8,475.00
Tool 13 - Financial Review and Recommendations	\$7,650.00
PHASE VI - Report Development	
Tool 14 - Report Development and Public Presentations	\$31,275.00
REIMBURSABLE EXPENSES (Estimated Allowance \$5,000)	
<b>Total Project Fee:</b>	<b>\$168,625.00</b>

REIMBURSABLE EXPENSES (Estimated Allowance \$5,000)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above fee proposal:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery and handling of documents, shipping
- Permits, plan check, and inspection fees
- City business license

PAYMENTS

Payments are due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1.5% of the amount due, compounded monthly.

ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.

CONSULTANTS' HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates\* below:

RJM Design Group

Principal Landscape Architect	\$195.00 per hour
Senior Associate	\$175.00 per hour
Landscape Architect / Project Manager	\$155.00 per hour
GIS	\$145.00 per hour
Clerical	\$ 85.00 per hour

RM Architecture

Principal	\$175.00 per hour
Associate	\$125.00 per hour

\*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above. Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.