

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

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council / Successor Agency / Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on October 26, 2021, commencing at 5:00 p.m.

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

Dated: October 21, 2021

s/ Patricia A. Vazquez, City Clerk / Secretary

SAFETY ALERT – NOTICE REGARDING COVID-19

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

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

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" (*insert the item number relevant to your comment*). Comments received no later than 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 BY 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



**AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
SPECIAL AND JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**

**TUESDAY, OCTOBER 26, 2021
CLOSED SESSION - 5:00 P.M.
JOINT REGULAR SESSION - 6:30 P.M.**

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

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

1. CLOSED SESSION(5:00 PM)

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

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

4. CLOSED SESSION

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

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

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

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

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

Number of Potential Cases: 2

5. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)**
6. **ROLL CALL** Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Van
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Taylor
Mayor / Chairman Shawver
7. **PLEDGE OF ALLEGIANCE**
8. **SPECIAL PRESENTATIONS AND AWARDS**
 - A. Special presentation of certificates to honor and recognize Stanton's Women of Distinction 2020.
 - B. Special presentation of certificates to honor and recognize Stanton's 2020 Service award recipients.
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 September 24, 2021 – October 7, 2021, in the amount of \$1,541,807.45.

9C. APPROVAL OF MINUTES

1. City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – September 28, 2021; and
2. City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – October 12, 2021.

9D. AMENDMENT NUMBER ONE TO THE AGREEMENT TO TRANSFER FUNDS FOR THE 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

On May 11, 2021, City Council approved the City's acceptance of the Emergency Management Performance Grant (EMPG) FY20, from the California Governor's Office of Emergency Services (CalOES). Included in this grant is a sub award for the City in the amount of \$5,333.00. CalOES is seeking approval of an amendment to the Agreement to Transfer Funds.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Authorize the City Manager to execute the Amendment Number One to the Agreement to Transfer Funds for the 2020 Emergency Management Performance Grant Program and other documents required by the County of Orange for participation in the EMPG program on behalf of the City Council.

9E. APPROVAL OF FIRST AMENDMENT TO THE OPTION TO LEASE AGREEMENT OF 11870 BEACH BOULEVARD WITH JAMBOREE HOUSING CORPORATION FOR USE AS PART OF THE TAHITI MOTEL PERMANENT SUPPORTIVE HOUSING PROJECT

Consideration of the First Amendment to the Option to Lease Agreement of 11870 Beach Boulevard with the Jamboree Housing Corporation (JHC), extending the option's expiration date to April 18, 2022. The property is adjacent to JHC's Tahiti Motel Permanent Supportive Housing Project and would be used to provide additional space for a community building on the campus.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and
2. Approve the First Amendment to the Option to Lease Agreement with JHC; and
3. Authorize the City Manager to execute the First Amendment with JHC.

9F. RESOLUTION AUTHORIZING VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

Adoption of a Resolution of authorizing City Staff to conduct remote teleconference meetings of the City Council, Committees, and Commissions under the provisions of AB 361.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Adopt Resolution No. 2021-34, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361".

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS

11A. CONSIDERATION OF ORDINANCE NO. 1113, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 10.08.010 OF THE STANTON MUNICIPAL CODE AUTHORIZING ANGLED PARKING ON ALL ROADWAYS WITH CONDITIONS OF IMPLEMENTATION, SPECIFICALLY AUTHORIZING ANGLED PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD, AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

On September 28, 2021, City Council continued this item to the October 26, 2021 City Council meeting with the direction to City staff to develop and present a “traffic study” of existing conditions on Village Center Drive and the impact(s) proposed angled parking plan would have on Village Center Drive traffic. Based upon the scope given, the City Engineer determined the request more closely aligned with the scope of an “engineering analysis” akin to the language in the proposed ordinance rather than a traffic study. Consequently, the engineering analysis has been prepared in a memorandum format and is summarized below. The engineering analysis is also attached to this agenda report.

Based upon the results of the engineering analysis, the City Engineer is recommending a revised recommended action for consideration by City Council and, therefore, the City Engineer is changing the original recommended action to “alternative action no. 2.” The City Engineer is also proposing another alternative action, alternative action no. 1, for consideration by City Council.

The revised recommended action consists of modifying the “no parking” hours posted on Village Center Drive to allow the existing parallel parking to be better utilized and to evaluate the effect of that change prior to authorizing additional angled parking on Village Center Drive. The recommended action would change the existing No Parking hours from 11:00 p.m. – 7:00 a.m. to 2:00 a.m. – 6:00 a.m. on Village Center Drive.

Two alternative actions are also presented to City Council for consideration:

Alternative action no. 1 is the same as the recommended action, except that the existing No Parking hours would only occur on the designated street sweeping day (Friday) and during the necessary time window to allow for street sweeping as determined by the City Engineer.

Alternative action no. 2 is the original recommended action presented at the September 28, 2021, City Council meeting, which was to amend Section 10.08.010 of the Stanton Municipal Code to allow angled parking on any public roadway after the City Engineer performs an engineering analysis and with the concurrence of City Council and to implement angled parking on Village Center Drive as the initial implementation of this Ordinance. If the City Council directs angled parking be designated for installation by Frontier on Village Center Drive, the City Engineer recommends any angled parking stalls be “back-in” or “reverse” angled parking.

RECOMMENDED ACTION:

1. City Council modify the existing “No Parking” hours on Village Center Drive from the southerly City limit to Beach Boulevard from 11:00 p.m. - 7:00 a.m. to 2:00 a.m. – 6:00 a.m.; and
2. Adopt Resolution No. 2021-35, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, TO RESTRICT OVERNIGHT PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD”; and

3. Declare that this Resolution will not have a significant effect, adverse or otherwise, on the environment pursuant to the California Environment Quality Act (“CEQA”) Guidelines Section 15061(b)(3); therefore, this resolution is found and determined to be not subject to analysis under the California Environment Quality Act of 1970, as amended, or the State CEQA Guidelines; and
4. Direct the City Engineer to perform a subsequent engineering analysis in approximately six (6) months to ascertain the effects of the modified No Parking hours on the use of the existing parallel parking spaces.

ALTERNATIVE ACTION NO. 1:

1. City Council modify the existing “No Parking” hours from 11:00 p.m. - 7:00 a.m. to “No Parking for street sweeping” on Village Center Drive from the southerly limit to Beach Boulevard on the designated street sweeping day and time window determined by the City Engineer; and
2. Declare this action will not have a significant effect, adverse or otherwise, on the environment pursuant to the California Environment Quality Act (“CEQA”) Guidelines Section 15061(b)(3); therefore, this action is found and determined to be not subject to analysis under the California Environment Quality Act of 1970, as amended, or the State CEQA Guidelines; and
3. Direct the City Engineer to perform a subsequent engineering analysis in approximately six (6) months to ascertain the effects of the modified No Parking hours on the use of the existing parallel parking spaces.

ALTERNATIVE ACTION NO. 2:

1. City Council introduce Ordinance No. 1113, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 10.08.010 OF THE STANTON MUNICIPAL CODE AUTHORIZING ANGLED PARKING ON ALL ROADWAYS WITH CONDITIONS OF IMPLEMENTATION, SPECIFICALLY AUTHORIZING ANGLED PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD, AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;” and

2. Declare that this Ordinance will not have a significant effect, adverse or otherwise, on the environment pursuant to the California Environment Quality Act (“CEQA”) Guidelines Section 15061(b)(3); therefore, this Ordinance, and all parking configurations authorized hereby, are found and determined to be not subject to analysis under the California Environment Quality Act of 1970, as amended, or the State CEQA Guidelines; and
3. Set said Ordinance for adoption at the November 9th regularly scheduled City Council meeting; and
4. Approve the initial implementation of the Ordinance by expressly authorizing angled parking on Village Center Drive; and
5. Authorize the City Engineer to work with Frontier to develop and implement a revised angled parking plan which includes reverse/back-in angled parking; and
6. Upon the City Engineer’s approval of a revised angled parking plan, authorize the City Engineer to issue an encroachment permit in conformance with the Stanton Municipal Code for the proposed work and to collect a surety bond or cash bond in the amount of \$50,000 to guarantee completion of construction.

12. NEW BUSINESS

12A. PROFESSIONAL SERVICES AGREEMENT TO PROVIDE SOLID WASTE MANAGEMENT CONSULTING SERVICES

In September, City staff released a "Request for Proposal" (RFP) soliciting proposals to provide professional, solid waste management consulting services in accordance with the City's Purchasing Policy and Procedures. City staff pre-qualified and sent the RFP to three firms. City staff recommends entering into a three (3) year agreement with MSW Consultants through June 30, 2024, in the amount of \$284,060, excluding CPI adjustments as provided for in the City's standard agreement. The total cost to the City will be dependent on the tasks needed during the life of the agreement.

RECOMMENDED ACTION:

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a "project" as defined by section 15378 of the CEQA guidelines; and
2. Award a contract for professional civil engineering services to MSW Consultants to provide professional solid waste management consulting services for a maximum contract amount of \$284,060, excluding CPI adjustments as provided for in the City's standard agreement; and
3. Authorize the City Manager, with the concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton.

12B. BEAUTIFICATION AWARDS PROGRAM

Consideration of a Beautification Awards Program to recognize residents and businesses that demonstrate community pride in living in the City of Stanton. The City would like to recognize homes and businesses that are well kept, display beautiful landscapes, and/or exhibit unique features that enhance neighborhoods within the City.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5); and
2. Authorize City Staff to create and advertise a Beautification Awards Program; and
3. Provide direction to Staff as to when and how often the Beautification Contest is to be held; and
4. Provide direction to Staff as to who should serve on the Beautification Contest judging panel.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 21st day of October, 2021.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

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

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

September 24, 2021 - October 7, 2021

Electronic Transaction Nos.	1595-1612	\$	1,415,018.99
Check Nos.	134321-134362	\$	126,788.46

TOTAL	\$	1,541,807.45
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Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.



City Manager

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



Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: mbannigan
 Printed: 10/19/2021 9:57 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1595	REC16138	RECTRAC REFUNDS	09/24/2021	
	23889	Refund Jina Song for cancelled Hoopster Tots 05		85.00
	24003	Refund Augustine Pyo for cancelled Soccor Tots		85.00
	24056	Refund Leeann Lam for cancelled Mini Hawk M		85.00
	24064	Refund Diana Masur for cancelled Mini Hawk M		85.00
	24178	Refund Carol Lee for cancelled Skyhawks Multi		95.00
	24198	Refund Cliff Tsugawa for cancelled Hoopster To		85.00
	24284	Refund Kim Nguyen for Park Shelter Deposit on		50.00
	24284	Refund Kim Nguyen for Park Shelter Deposit on		40.00
Total for Check Number 1595:				610.00
1596	REC16138	RECTRAC REFUNDS	09/24/2021	
	23871	Refund Jessica Galindo Park Shelter Deposit on		150.00
	23872	Refund Hung Nguyen for Park Shelter Deposit o		100.00
	24057	Refund Dawn Tran for Park Shelter Deposit on 0		150.00
	24146	Refund Cynthia Kwon for Park Shelter Deposit c		150.00
	24159	Refund Sarah Aldana for Park Shelter Deposit or		100.00
	24189	Refund Diane Nguyen for Park Shelter Deposit c		100.00
Total for Check Number 1596:				750.00
1597	REC16138	RECTRAC REFUNDS	09/24/2021	
	23691	Partial Refund Cristina Garcia for Park Shelter L		107.97
	23903	Partial Refund Donna Mai for Park Shelter Depo		50.00
Total for Check Number 1597:				157.97
1598	REC16138	RECTRAC REFUNDS	09/28/2021	
	23660	Refund Jessica Flores for Park Shelter Deposit o		150.00
	23854	Refund Joseph Tanglao for Park Shelter Deposit		150.00
	23914	Refund Ana Ornelas for Park Shelter Deposit on		100.00
	23929	Refund Adeline Ramos for Park Shelter Deposit		150.00
	24073	Refund Alex Parras for Park Shelter Deposit on (50.00
	24180	Refund Sarai Vaca for Park Shelter Deposit on 0'		150.00
	24282	Refund Silvia Martinez for Park Shelter Deposit		50.00
Total for Check Number 1598:				800.00
1599	OCA2137 SH 59937	COUNTY OF ORANGE TREASURER- T. AFIS (Fingerprinting) September 2021	09/29/2021	1,529.00
Total for Check Number 1599:				1,529.00
1600	USB3019	US BANK	09/29/2021	
	1800Flowers	Sympathy Flowers/Ping Comm/T.Frazier		76.88
	ACCOC	ACCOC Leadership Conf. Reg/Van		195.00
	Ace Hardware	Asphalt patch for pothole repair in streets		739.46
	Albertsons	Floral Arrangement/Employee Appreciation		43.09
	Albertsons	Summer Employee Luncheon Supplies		127.61

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Amazon	IT Hardware/(2) Surface Keyboards		295.27
	Amazon	Equipment/(1) Laptop/Engineering		1,522.49
	Amazon	Refrigerator water filters		115.17
	Amazon	Cellphone case		16.49
	Amazon	Network Hardware/(3) Switches		219.27
	Amazon	(2) packs of tablecloth clips		30.42
	Amazon	Decorations, carnival game prizes,& movie for N		161.89
	Amazon	(12) swing hanger nut & bolt replacement		117.36
	Amazon	Summer Employee Luncheon Supplies		34.23
	Amazon	(2) Toner Cart/Corp Yard/CE		91.32
	Amazon	(1) Mosquito trap glue boards & (1) 100pk zip ti		22.01
	Amazon	Network Hardware/FRC Switch Replacement		65.24
	Amazon	Parts for toilet repair		17.11
	Amazon	EOC Supplies/Lanyards & Table Numbers		55.40
	Barnes & Noble	Office Supplies/Planner		25.85
	Certifix Live	June2021/Fingerprint Rolling Fees		25.00
	Certifix Live	July2021/Fingerprint Rolling Fees		74.00
	Chevron	OCS D/Motorcycle Fuel		23.59
	Chicama	Onboarding Lunch w/ New PW Director/City Er		45.69
	Classic Flowers	Sympathy Flowers/Plant for PC T.Frazier		59.26
	Command Link	Internet Coverage for City/AUG-2021		3,765.11
	Costco	Emergency Meal Assistance		52.94
	Digital Space	AUG-2021/City Website Hosting Service		22.00
	Dollar Tree	(10) 20x30 foam board for vendor signage		10.78
	Etsy	Recognition Awards:PC S.Moua & D.Grand/P&I		255.56
	Expedia	Emergency Hotel Assistance		99.09
	Expedia	Emergency Hotel Assistance		203.80
	Expedia	Emergency Hotel Assistance		112.54
	Expedia	Emergency Hotel Assistance		198.20
	Expedia	Emergency Hotel Assistance		646.54
	Expedia	Emergency Hotel Assistance		198.86
	Expedia	Emergency Hotel Assistance		188.11
	Facebook	Social Media Ad:National Night Out		10.00
	Facebook	Social Media Ad:National Night Out		10.00
	Facebook	Social Media Ad:National Night Out		10.00
	First Choice	Coffee for City Yard		-153.99
	First Choice	Coffee for City Yard		153.99
	First Choice	Coffee for City Yard		242.35
	First Choice	Coffee for City Yard		153.99
	Garden Grove	Emergency Hotel Assistance		95.00
	Google Appsheet	Work Order Program Usage Fee 8/5/21-9/5/21		360.00
	GovernmentJobs	Job Ad/Outreach Coordinator		199.00
	Hills Bros	Dotson key copies for community services depar		48.94
	Home Depot	Parts for City Hall		32.60
	Home Depot	(2) 4-way lock key & (3) BBQ grill spray cleane		44.33
	Home Depot	New saw & battery		378.45
	Home Depot	Parts for City Yard repairs		15.42
	Home Depot	Shelves for City Yard		229.53
	Home Depot	Hose rack for SCP		30.41
	In Flower	Flowers/Staff Appreciation		63.57
	LA Registrar	Copy of Birth Certificate Dandre Barrow		9.00
	League of CA	2021 Annual Conf. Registration/Van		600.00
	Los Alamitos	Stanton Park fence repair		588.32
	Magin Jump	Remainder of payment for carnival games for Ne		83.60
	Mission Escape	Team Building Activity/Administration		192.00
	Mitel Cloud	COVID-19/AUG-2021/Mitel Phone System to fi		2,075.06
	Mitel Cloud	COVID-19/JUL-2021/Mitel Phone System to fac		2,070.82
	Nicks Deli	EOC Facility Tour/Refreshments		60.74
	OC Clerk-Record	Retrival of Recorded Documents:10634 Ramble		7.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OC Clerk-Record	Ramblewood Drive (Edward & Shirley Kirkland		13.00
	Oi Asian Fusion	Executive Lunch w/ Directors		16.38
	Players Choice	Plaque for Deputy Maldonado & Deputy Distler		109.25
	Red Wing	Shoes for Craig Seibert		152.24
	RTE	Executive Lunch w/Directors		21.58
	RTE	Department Head Lunch Meeting (Ames)		21.03
	RTE	Exit Lunch w/ Interim PW Director/City Eng		38.80
	Shootz	Department Head Lunch Meeting (Bannigan)		23.75
	Smart & Final	Coffee Supplies/Breakroom Supplies		65.44
	Smart & Final	Summer Employee Luncheon Supplies		10.96
	Smart & Final	(1) roll of blue table cloth		21.19
	Smart & Final	(2) packs water for staff & volunteers:(1) box gr		56.08
	Smart & Final	Summer Employee Luncheon Supplies		203.36
	Smart & Final	Supplies/Breakroom Water Restock		34.44
	Southwest Air	2021 Annual Conf/Flight (LB-SAC)/Van		225.97
	Spotify	Monthly music subscription charge-used at eveni		9.99
	Staples	Restock/Storage Boxes #TR59208		46.71
	Staples	Credit/Refund/Storage Boxes #690748		-152.20
	Suazos Tacos	Staff Lunch		54.39
	SuperBrightLed	Light bulbs		63.19
	Supply Solution	(20) Trash can liners 38x58, 2.0mil for SCP		691.43
	Tacos La Guera	Summer Employee Luncheon Catering		1,034.00
	Target	Emergency Meal Assistance		200.00
	Target	Office Supplies/Planner/J.Lilley		16.15
	Target	Social Media Contest Prizes		114.73
	Teleflora	Floral Arrangement/Funeral Services for Mrs. M		136.46
	Uline	Repurchase of cones		74.64
	Uline	Cones & Storage for weekly senior food dist. aff		967.55
	Uline	Credit for broken cones		-74.64
	Walgreens	Supplies/Sympathy Cards		28.97
	Walgreens	Supplies/City Council Dais/Chocolates		19.98
	Walgreens	Supplies/Assorted Greeting Cards/Council Resto		29.30
	Walmart	FRC Special Dept-Water Dispenser		203.84
	Walmart	Summer Employee Luncheon Supplies		19.74
	Walmart	Candies/containers for National Night Out		15.00
	Wine & Design	Deposit for Wine and Paint Day - Oct 25		108.75
	Xtreme Auto	Complete detail & restoration LIC# 155447		800.00
	Zoom Video	COVID-19/CC Teleconference Mtg Cloud Recoi		42.00
Total for Check Number 1600:				23,026.21
1601	OCF2164	OC FIRE AUTHORITY	09/29/2021	
	S0440118	1st Quarter Contract		914,439.25
	S0440118	1st Quarter Contract		353,576.00
	S0440118	1st Quarter Facilities Maint		2,168.25
	S0440118	1st Quarter Vehicle Replacement		13,203.50
Total for Check Number 1601:				1,283,387.00
1602	PUB15477	PUBLIC AGENCY RISK SHARING AUT	09/29/2021	
	PPE 9/11/2021	PARS-PPE 9/11/2021		983.23
Total for Check Number 1602:				983.23
1603	BEN15755	BENEFIT COORDINATORS CORPORAT	09/29/2021	
	9805	September 2021 Prism Life Ins-Employee		426.78
	9805	September 2021 Prism Life Ins-City		2,213.53
	9805	September 2021 Prism Life Ins-City		442.80
Total for Check Number 1603:				3,083.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1604	REC16138	RECTRAC REFUNDS	10/01/2021	
	23582	Refund Ashawnta Robinson for Park Shelter Dep		100.00
	23930	Refund Anne Le for 2 Park Shelter Deposit on 10		300.00
	24072	Refund Thai Pham for Park Shelter Deposit on 1		150.00
	24088	Refund Ace Chan for cancelled Mini Hawk Mult		85.00
	24106	Refund Kevin Truong for Park Shelter Deposit o		150.00
	24319	Refund Thai Pham for Park Shelter Deposit on 1		150.00
Total for Check Number 1604:				935.00
1605	CAS683	CA ST PERS-HEALTH BENEFIT	10/01/2021	
	Oct-21	October 21 Health Ins-Employee		3,998.76
	Oct-21	October 21 Adm Services Health Ins		105.60
	Oct-21	October 21 Retiree Insurance		3,655.00
	Oct-21	October 21 Health Ins-City Share		29,253.07
Total for Check Number 1605:				37,012.43
1606	CAS680	CA ST PERS 103	10/01/2021	
	PPE 9/11/2021	PERS-City's Share T1 PPE 9/11/2021		2,998.45
	PPE 9/11/2021	PERS-City's Share Classic T2 PPE 9/11/2021		3,050.62
	PPE 9/11/2021	PERS-Survivor (Employee) T1 PPE 9/11/2021		9.30
	PPE 9/11/2021	PERS-Employee's Share T1 PPE 9/11/2021		1,929.15
	PPE 9/11/2021	PERS-Survivor New T3 PPE 9/11/2021		24.18
	PPE 9/11/2021	PERS-Employee New T3 PPE 9/11/2021		4,482.66
	PPE 9/11/2021	PERS-City's Share New T3 PPE 9/11/2021		5,040.51
	PPE 9/11/2021	PERS-Employee Classic T2 PPE 9/11/2021		2,468.70
	PPE 9/11/2021	PERS-Survivor Classic T2 PPE 9/11/2021		6.51
Total for Check Number 1606:				20,010.08
1607	EDD1067	EDD	10/01/2021	
	9/25/2021	State Unemployment		63.04
	9/25/2021	State Tax Withholding		5,162.13
Total for Check Number 1607:				5,225.17
1608	INT1569	INTERNAL REVENUE SERVICE	10/01/2021	
	9/25/2021	(FD) Federal Tax Withholding		14,758.22
	9/25/2021	(MC) Medicare-Employee Share		2,034.33
	9/25/2021	(ME) Medicare-City Share		2,034.33
Total for Check Number 1608:				18,826.88
1609	GOL1321	GOLDEN STATE WATER COMPANY	10/05/2021	
	October 4	Aug 10-Sept 10 Water Services Median Septemb		2,716.53
	October 4	Aug 10-Sept 10 Water Services Building Septem		383.92
	October 4	Aug 10-Sept 10 Water Services Park September		12,956.33
Total for Check Number 1609:				16,056.78
1610	GOL1321	GOLDEN STATE WATER COMPANY	10/06/2021	
	October 5	Jul 13-Sep 14 Water Services Building Septembe		486.13
Total for Check Number 1610:				486.13
1611	USB13423	US BANK	10/06/2021	
	6274652	Admin Fees 2020 Bonds 09/01/2021-08/31/2022		2,000.00
Total for Check Number 1611:				2,000.00
1612	REC16138	RECTRAC REFUNDS	10/07/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	23996	Refund Sheila Andre Baylon for cancelled Skyh		95.00
	24151	Refund Sara Barton for cancelled Martial Arts 05		45.00
Total for Check Number 1612:				140.00
134321	ace13161 9656	ACE LASER PRINTER SERVICE Toners (1) HR/(2) Comm Svcs	10/07/2021	470.87
Total for Check Number 134321:				470.87
134322	all228 71995	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services-8/22/21-9/4/21	10/07/2021	1,373.70
Total for Check Number 134322:				1,373.70
134323	alt16120 00-2021-086-1 00-2021-086-2 00-2021-086-3	ALTA PLANNING + DESIGN, INC Design Service for Orangewood and Santa Rosal Design service for Orangewood and Santa Rosal Design service for Orangewood and Santa Rosal	10/07/2021	578.75 956.50 7,664.00
Total for Check Number 134323:				9,199.25
134324	arm15374 23580	ITZEL ARMENTA Refund Park Shelter Deposit for 9/18/21. Refund	10/07/2021	100.00
Total for Check Number 134324:				100.00
134325	att377 9/23/2021 9/23/2021	AT&T DMV Access Line-Aug-Sept 335-253-0761 Cerritos Intercon-Aug-Sept 335-253-1318	10/07/2021	54.95 198.94
Total for Check Number 134325:				253.89
134326	ati16132 19823	LEAH ATIENZA Refund Shelter Reservation Receipt # 20165 for	10/07/2021	150.00
Total for Check Number 134326:				150.00
134327	boy13501 1957	BOYS & GIRLS CLUBS OF GARDEN GI July 2021 Contractual Services (FaCT) Boys & G	10/07/2021	5,018.46
Total for Check Number 134327:				5,018.46
134328	C3O13388 137083	C3 TECHNOLOGY SERVICES Front/CR Sharp Copiers/Toner/Maintenance 8/1:	10/07/2021	415.51
Total for Check Number 134328:				415.51
134329	caa556 28309	CA AUTO & BRAKE INC Oil Change for Unit #21	10/07/2021	82.20
Total for Check Number 134329:				82.20
134330	ced16133 24208	KAYLA CEDILLO Refund Park Shelter Rental receipt # 24396 on S	10/07/2021	100.00
Total for Check Number 134330:				100.00
134331	cha735 63084	CHARLES ABBOTT ASSOCIATES, INC Inspection Services AUG-21/Bldg/Safety	10/07/2021	25,605.05
Total for Check Number 134331:				25,605.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
134332	col15604 49065	COLANTUONO, HIGHSMITH & WHATI AUG-21/Legal Svcs for Collection of UUT	10/07/2021	146.11
Total for Check Number 134332:				146.11
134333	cyp925 72036	CYPRESS ENGRAVING Plaque/Former Planning Comm Recognition/Gr	10/07/2021	107.12
Total for Check Number 134333:				107.12
134334	del13382 73863263	DE LAGE LANDEN FINANCIAL SERVI Lease/CH/Sharp Copiers 10-1 to 10-31-2021	10/07/2021	552.54
Total for Check Number 134334:				552.54
134335	dro12418 014740 023028 247195	CECILIA DROSIHN City Council Meeting Expenses City Council Meeting Expenses City Council Meeting Expenses	10/07/2021	6.51 24.78 53.29
Total for Check Number 134335:				84.58
134336	fri13695 FY2122-01	FRIENDLY CENTER, INC July 2021 Contractual Services (FaCT) Invoice f	10/07/2021	4,151.30
Total for Check Number 134336:				4,151.30
134337	gre1360 44237	GREAT SCOTT TREE SERVICE, INC Tree trimming at Dotson Park	10/07/2021	5,865.00
Total for Check Number 134337:				5,865.00
134338	hdl13965 SIN011314	HDL SOFTWARE, LLC Payment Services/July 2021	10/07/2021	84.49
Total for Check Number 134338:				84.49
134339	hin1468 SIN011719 SIN011719	HINDERLITER DELLAMAS & ASSOCI Contract Services-Transactions Tax Q1/2021 Audit Services for Transactions Tax Q1/2021	10/07/2021	300.00 385.29
Total for Check Number 134339:				685.29
134340	icm1540 PPE 9/11/2021 PPE 9/25/2021	ICMA RETIREMENT TRUST 302393 PPE 9/11/2021-ICMA #302393 PPE 9/25/2021-ICMA #302393	10/07/2021	4,580.00 4,580.00
Total for Check Number 134340:				9,160.00
134341	int1579 FY2021-01STN	INTERVAL HOUSE July 2021 (FaCT) invoice for Interval House	10/07/2021	1,439.00
Total for Check Number 134341:				1,439.00
134342	ktg15871 0161992	KTGY GROUP, INC Other Projects/2020 Town Center Specific Plan/	10/07/2021	7,502.50
Total for Check Number 134342:				7,502.50
134343	mer12502 639663	MERCHANTS BUILDING MAINTENAN Restroom Cleaning at SCP/Harry Dotson Park	10/07/2021	1,935.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134343:				1,935.00
134344	min15024 32584	MINUTEMAN PRESS 250 Business Cards/A. Gonzalez Plng Tech	10/07/2021	48.89
Total for Check Number 134344:				48.89
134345	mun16135 23845	CARMEN MUNOZ Refund Shelter Reservation	10/07/2021	100.00
Total for Check Number 134345:				100.00
134346	non16134 ST335485	PHIMMASONE NONTHAKONE Initial review found: Not liable	10/07/2021	41.00
Total for Check Number 134346:				41.00
134347	nv515131 228016 232543	NV5, INC JUL-21/PW and Eng Staff Augmentation AUG-21/PW and Eng Staff Augmentation	10/07/2021	7,040.00 9,280.00
Total for Check Number 134347:				16,320.00
134348	ove2250 2108025	OVERLAND, PACIFIC & CUTLER, LLC AUG-21/Tina-Pacific/Proj Mngmnt-Relocation /	10/07/2021	393.75
Total for Check Number 134348:				393.75
134349	rev15762 12098	REVIZE LLC Additional Migration Fee	10/07/2021	3,495.00
Total for Check Number 134349:				3,495.00
134350	scs13184 221227	S.C. SIGNS & SUPPLIES LLC Street Sign-intersection sign	10/07/2021	92.67
Total for Check Number 134350:				92.67
134351	sci16021 9495 9542 9543	SCIENTIA CONSULTING GROUP, INC JUL-21/IT Support/Mgmt Svcs/Tech Extra Hour AUG-21/IT Support/Mgmt Svcs/Tech Extra Hou AUG-21 thru May-22/Sentinel One Control/Anti	10/07/2021	4,639.50 5,136.75 31.05
Total for Check Number 134351:				9,807.30
134352	sha15984 09/21-09/24	DAVID SHAWVER Travel Exp Reimb/League of CA Cities 2021	10/07/2021	1,304.08
Total for Check Number 134352:				1,304.08
134353	soc2734 09/23/2021 09/23/2021 09/28/2021 09/28/2021 09/28/2021 9/21/2021	SO CAL EDISON Stanton District Light Aug Electric Service Medians Aug Electric Service-Medians Sept Electric Service-Building Sept Electric Service-Signals Sept Electric Svc/Tina Pacific 8/5/21-9/2/21	10/07/2021	35.99 21.71 256.86 12,161.59 56.36 474.66
Total for Check Number 134353:				13,007.17
134354	soc12606 523469	SO CAL INDUSTRIES Fence Rental for 10652 Bell St-Oct	10/07/2021	59.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	523470	Fence rental for Magnolia and Tina Way Oct		603.27
	523733	Fence Rental for 11870 Beach Blvd Oct		124.45
Total for Check Number 134354:				786.83
134355	spa15432 4096775 091021	SPARKLETTS SEP-21/Breakroom Water Delivery	10/07/2021	197.63
Total for Check Number 134355:				197.63
134356	sta12282 6001810979 6001810979 6001810979	STANLEY CONVERGENT SECURITY S Maintenance Fire & Security System for Civic C Maintenance/Monitoring intrusion System for SC Maint Fire/Security System Civic Center- City H	10/07/2021	565.89 429.15 1,043.55
Total for Check Number 134356:				2,038.59
134357	sta2817 1637460140 1637460140 1637460140 1637460140	STAPLES BUSINESS CREDIT Materials/Supplies/Engineering Office Supplies/Building Supplies/Building Maintenance Office Supplies/City Clerk	10/07/2021	51.11 23.63 217.55 133.04
Total for Check Number 134357:				425.33
134358	tai14271 142797	TAIT & ASSOCIATES INC Fiscal Year 2021/22 Slurry and Reconstruction E	10/07/2021	1,789.82
Total for Check Number 134358:				1,789.82
134359	van13002 9463 9463	VAN RY MAINTENANCE Floor service for Civic Center-September Floor service for FRC-September	10/07/2021	225.00 125.00
Total for Check Number 134359:				350.00
134360	ver3059 9888570690 9888570691	VERIZON WIRELESS Mobile/Data Plans/Hotspots 8/17/21-9/16/21 Mobile/Data Plans/Hotspots 8/17/21-9/16/21	10/07/2021	661.43 974.71
Total for Check Number 134360:				1,636.14
134361	wag13143 INV3045723 INV3045723	WAGEWORKS AUG2021/Administration Fee AUG2021/Compliance Fee	10/07/2021	66.00 50.00
Total for Check Number 134361:				116.00
134362	wes15356 54 54	WEST GROVE BOUNCERS Obstacle Course for FRC Open House Generator	10/07/2021	286.20 70.20
Total for Check Number 134362:				356.40
Report Total (60 checks):				1,541,807.45

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING SEPTEMBER 28, 2021

1. **CLOSED SESSION** None.
2. **CALL TO ORDER REGULAR STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING**

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

3. **PLEDGE OF ALLEGIANCE**

Led by Sergeant Jeff Cole, Orange County Sheriff's Department.

4. **ROLL CALL**

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

Absent: None.

Excused: Council/Agency/Authority Member Ramirez.

5. **SPECIAL PRESENTATIONS AND AWARDS**

- 5A. Presentation of Certificates of Recognition honoring Orange County Fire Authority, Station 46 firefighters for their life saving efforts during a structure fire within the City of Stanton, which occurred in July of 2021.

Orange County Fire Authority, Station 46 honorees:

- Engineer Joshua Kroese
- Fire Captain Robert Hays
- Firefighter Colby Livingston
- Firefighter Paramedic Brandon Norris
- Firefighter Paramedic Christopher Chang
- Firefighter Paramedic Jose (Artie) Celis

- 5B. Mayor Shawver and Members of the City Council proclaimed the week of October 3, 2021 – October 9, 2021, to be Fire Prevention Week within the City of Stanton.

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5C. Mayor Shawver and Members of the City Council presented the Boys & Girls Club of Stanton with \$250,000 in American Rescue Plan Act (ARPA) funding from the City of Stanton. The funding will be utilized to respond to the impacts of COVID-19 to the youth and families the Club serves.

5D. Presentation by Mr. Eric O'Donnell, Townsend Public Affairs, providing the City Council with an update on State and Federal Legislation

6. CONSENT CALENDAR

Mayor Shawver pulled item 6I from the Consent Calendar for separate discussion.

Motion/Second: Warren/Taylor

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

Motion unanimously carried:

CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated August 27, 2021 – September 9, 2021, in the amount of \$302,223.84.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Special Joint Meeting and Joint Regular Meeting – September 14, 2021.

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6D. JULY 2021 INVESTMENT REPORT

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

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

6E. JULY 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

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

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

6F. HOUSING AUTHORITY ANNUAL PROGRESS REPORT (HOUSING AUTHORITY)

The attached Housing Authority Report for Fiscal Year 2020-2021 is being presented for consideration as required by California Health and Safety Code Sections 34328 and 34328.1.

1. The Authority Board declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Received and filed the Annual Progress Report.

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6G. APPROVAL OF CONTRACT CHANGE ORDER #1 WITH TAIT & ASSOCIATES, INC. FOR ADDITIONAL DESIGN WORK FOR THE FY 2021-2022 STREET REHABILITATION PROJECT

A contract was awarded to Tait & Associates, Inc. at the April 13, 2021 City Council meeting to design the FY 2021-2022 Street Rehabilitation Project. During the design process, City staff identified the need to add curb, gutter and sidewalk on Garden Grove Boulevard in front of the Southland Cycle Center (Suzuki motorcycle dealer) between Court Street and Sycamore Street. Also, related to the proposed Village Center Drive angled parking item this evening, City staff is proposing to install a crosswalk on Village Center Drive as part of this project. Tait & Associates, Inc. is proposing to provide these additional design services for a total of \$10,500.00.

1. The City Council declared the project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(c) as minor alterations to existing facilities; and
2. Approved Contract Change Order #1 with Tait & Associates, Inc. in the amount of \$10,500.00; and
3. Authorized the City Manager to approve the Contract Change Order under his purchasing authority; and
4. Authorized the City Manager to approve any other contract change orders under his existing purchasing authority provided that the total of Contract Change Order #1 and any subsequent contract change orders do not exceed the City Manager's purchasing authority of \$20,000.

6H. EDISON LICENSE AGREEMENT FOR CONTINUED USE OF A BIKE PATH AND HIKING TRAIL NORTH OF LOLA AVENUE

An existing bike path and hiking trail between Lola Avenue and the Anaheim city limit connects Hollenbeck Park with the City of Anaheim's bike path and hiking trail within Southern California Edison's property north of Lola Avenue. The existing license agreement the City previously executed with Southern California Edison to allow use of the bike path and hiking trail across Edison's property will expire in December 2021. A new five-year license agreement has been proposed by Edison for execution by the City. The cost of the five-year license is \$598.08.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Authorized the City Manager to enter into a five-year license agreement with Southern California Edison for continued use of the bike path and hiking trail; and

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3. Authorized payment to Southern California Edison in the amount of \$598.08 upon execution of the license agreement.

END OF CONSENT CALENDAR

6I. APPROVAL OF FIFTH AMENDMENT TO THE LAW ENFORCEMENT SERVICES CONTRACT WITH THE ORANGE COUNTY SHERIFF'S DEPARTMENT (OCSD) TO INCLUDE AMERICAN RESCUE PLAN ACT (ARPA) FUNDED POSITIONS

Consideration of the Fifth Amendment to the Law Enforcement Services Agreement with the Orange County Sheriff's Department (OCSD), reflecting the addition of a Crime Prevention Specialist, Office Specialist, and Mobile Data Computer. The additions are to be funded through the City's American Rescue Plan Act (ARPA) allocation.

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

Motion/Second: Taylor/Van
Motion carried by the following vote:

AYES: 4 (Shawver, Taylor, Van, and Warren)
NOES: None
ABSTAIN: None
ABSENT: 1 (Ramirez)

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5); and
2. Approved the Fifth Amendment to the Law Enforcement Services Agreement with OCSD for a total contract amount of \$12,329,325; and
3. Authorized the City Manager to execute the Fifth Amendment with OCSD.

7. PUBLIC HEARINGS

7A. CONSIDERATION OF ORDINANCE NO. 1113, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 10.08.010 OF THE STANTON MUNICIPAL CODE AUTHORIZING ANGLED PARKING ON ALL ROADWAYS WITH CONDITIONS OF IMPLEMENTATION, SPECIFICALLY AUTHORIZING ANGLED PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD, AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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This Ordinance proposes to amend Section 10.08.010 of the Stanton Municipal Code to allow angled parking on any public roadway after the City Engineer performs an engineering analysis and with the concurrence of City Council. This Ordinance also proposes to implement angled parking on Village Center Drive as the initial implementation of this Ordinance.

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

The City Council questioned staff regarding safety, angled parking versus back in angled parking, parallel parking, previously conducted studies, metered parking, proposed project costs, crosswalk options, stop sign options, setbacks, line of sight, lighting, sidewalks, removal / replacement of mature trees, community concerns, speeding, traffic congestion, bike lane, left turn lane, entry / exit safety concerns from current communities, and conducting updated studies.

The public hearing was opened.

Written Communication:

- Cardinal Property Management, AAMC, Crosspointe Village Homeowners Association, wrote in opposition to the proposed ordinance on behalf of their community citing that the proposed parking plan would pose safety concerns and hazardous conditions.
- Ms. Laura L. Riney, resident, wrote in opposition to the proposed ordinance. Ms. Riney expressed her frustration with current traffic safety, traffic violations, speeding, pedestrian safety, lack of concern for Crosspointe Village residents and inquired about the status of previously conducted parking surveys, elimination of the left turn lanes, and stated that Rodeo 39 Marketplace should purchase adjacent motel land and use said land to build a parking structure.
- Ms. Marisa Patterson, resident, wrote in opposition to the proposed ordinance. Ms. Patterson expressed her dissatisfaction with the City Council and its consideration of the proposed parking options and further spoke regarding the current use of parking along Village Center Drive, parking hours, illegally parked vehicles (*back parking lot*), public safety concerns, occupancy limits within Rodeo 39 Marketplace, lack of trust in the City Council, and also inquired about the status of previously conducted parking studies.
- Ms. Jacqueline Nguyen, resident, wrote in opposition to the proposed ordinance. Ms. Jacqueline expressed her concerns with safety for her family, safety for the residents of Crosspointe Village / nearby communities, increased traffic, blocked line of sight exiting her community, and speeding.

In Person Public Comment:

- Mr. Matthew Sandoval, resident, spoke in opposition to the proposed ordinance. Mr. Sandoval expressed his concerns with the community's lack of trust within the City Council and inquired about the status / results of

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previously conducted studies, if the City had proposed that Rodeo 39 Marketplace build a parking structure, the need for parking due to the success of the marketplace yet in turn authorizing a City loan to Rodeo 39 Marketplace to assist the marketplace in maintaining their level of beauty / service, referenced the active transportation plan (bicycle lane) which would lower traffic and increase bicycle and pedestrian travel, the untruthfulness of the project not having a negative effect to the environment according to cited sections of the California Environment Quality Act (CEQA) guidelines, the non-requirement for a negative declaration, increase of local pollution, dismissal of the City's Active Transportation Plan, and dismissal of the City's General Plan and Strategic Plan. Mr. Sandoval stated that he is tired of having to assist Frontier Development due to their lack of parking and that the community was promised that there would be no modifications made to the street.

- Ms. Sheri Hayes, resident, spoke in opposition to the proposed ordinance, inquired if the left turn pockets would be removed and further spoke regarding her concerns with speeding motorist and the difficulties in returning home with the current traffic conditions.
- Ms. Rachel Crist, resident, spoke in opposition to the proposed ordinance and further spoke regarding her concerns with past reassessments / studies that were not provided to the community for review, the opportunity to speak on the past reassessments / studies, worsened traffic conditions, proposed plans in the transformation of a beautifully designed street into a permanent parking lot, traffic concerns once the VRV project is completed, dismissal of bike lanes, and the lack of trust that the community has in the City Council as well as the City Council's consideration of the needs of Frontier Development over its residents. Ms. Crist reported that the City was aware that there was going to be a lack of parking and that the City should seek alternative parking locations and options such as valet parking services and that transforming Village Center Drive into a parking lot is not an option. Ms. Crist additionally requested that the City Council follow through on their promise and invite residents to speak on the proposal to transform Village Center Drive.
- Mr. Fred Nakamura, resident, spoke in opposition to the proposed ordinance and further expressed his concerns that the developer was aware that this project lacked adequate parking and made no efforts to address it, that the proposed parking design is going to further cause traffic issues that begin on Beach Boulevard, will ruin Village Center Drive, cause difficulty parking, block the flow of traffic, and stated that a community survey needs to be conducted to involve and capture the community's opinion on the parking project that directly impacts their neighborhood and further stated his disappointment and suspicion of Frontier Development and questioned if anyone on the City Council is benefitting from this request.

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- Ms. Angie Nelson, resident, spoke in opposition to the proposed ordinance and further expressed her concerns with the proposed parking plan which she believes is destroying the beauty of Village Center Drive streets along with causing safety concerns at the entry and exit points of her community in which safety is of the utmost importance and was also a large factor in her purchasing her home. Ms. Nelson stated that the developer and City knew that parking was going to be an issue and she feels like her community is paying the price for the development near and within her area.
- Ms. Resident, spoke in opposition to the proposed ordinance and further expressed her concerns with safety, line of sight being nearly impossible when entering and exiting the Crosspointe Village community, speeding, and traffic safety. Ms. Resident stated that the community believes that the City Council is going to approve the proposed parking plan despite hearing the safety concerns of their residents and asked that the City Council listen to its resident's requests that safety concerns be addressed and understand the stress and hardship that the community is going through and to let the developer deal with its parking issues on their own.

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

Motion/Second: Taylor/Warren

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

Motion unanimously carried:

1. The City Council conducted a public hearing; and
2. Declared that this Ordinance will not have a significant effect, adverse or otherwise, on the environment pursuant to the California Environment Quality Act ("CEQA") Guidelines Section 15061(b)(3); therefore, this Ordinance, and all parking configurations authorized hereby, are found and determined to be not subject to analysis under the California Environment Quality Act of 1970, as amended, or the State CEQA Guidelines; and
3. Directed staff to develop and present a traffic study of existing conditions on Village Center Drive and the impact(s) the proposed angled parking plan would have on Village Center Drive traffic (Collision Analysis / Average Daily Traffic Volume / Speed Survey / Turning Movement Count / Dedicated Left Turn Lane Evaluation / Parking Use Analysis); and

DRAFT

4. Continued this item to be heard at the October 26, 2021, regularly scheduled City Council meeting.

8. UNFINISHED BUSINESS

8A. CITY OF STANTON'S AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION OF FUNDS REVIEW AND UPDATE

Staff will provide an American Rescue Plan Act (ARPA) presentation to provide the City Council with an update and review of the City's ARPA allocation plans.

The City Council received and filed the presentation.

9. NEW BUSINESS

9A. MANDATORY COVID-19 VACCINATION POLICY

At the request of City Council, staff prepared a policy mandating COVID-19 vaccination of City staff members, contractors and volunteers.

Staff report by Ms. Cynthia Guzman, Human Resources and Risk Management Analyst.

Motion/Second: Taylor/Van
Motion carried by the following vote:

AYES: 3 (Taylor, Van, and Warren)
NOES: 1 (Shawver)
ABSTAIN: None
ABSENT: 1 (Ramirez)

1. The City Council declared that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378 (b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Directed staff to implement a vaccinate or test policy, directed and authorized staff to proceed as fit in establishing a vaccination policy including the elimination of the Monday through Thursday weekly test definition, and approved the amendments as presented related to the definition of the term contractors to include all paid contractors who regularly perform work at City Hall, the City Yard, or the Stanton Family Resource Center that requires them to interact with City staff members and/or the public.

DRAFT

10. ORAL COMMUNICATIONS – PUBLIC

Ms. Rachel Crist, Resident, spoke regarding Public Hearing Item 7A and spoke in opposition to the left turn pockets being removed from the Village Center Drive streets.

11. WRITTEN COMMUNICATIONS None.

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

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

- Council Member Van reported on her attendance at the League of California Cities Annual Conference and Expo and Annual Business meeting which was held on September 22 – 24, 2021 in Sacramento.
- Mayor Pro Tem Taylor reported on the Orange County Vector Control District's West Nile Virus alerts and cases within the City and County of Orange.
- Mayor Shawver reported on his attendance at the League of California Cities Annual Conference and Expo which was held on September 22 – 24, 2021 in Sacramento.
- Mayor Shawver reported on the success of the St. Polycarp Catholic Church's St. Polycarp Family Festival, which was held on September 17 – 19, 2021.

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

None.

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

None.

DRAFT

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING A REFRESH OF THE CITY'S BRAND INCLUDING THE REDESIGN OF THE CITY'S SEAL

At the September 14, 2021 City Council meeting, Council Member Warren requested that this item be agendaized for discussion. Council Member Warren is requesting to discuss the refresh of the City's brand, including the redesign of the City's official seal.

Presentation by Council Member Carol Warren.

Consensus was received and the City Council created an ad hoc committee consisting of Council Member Warren and Mayor Pro Tem Taylor to discuss and plan for a refresh of the City's brand including the redesign of the City's seal.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

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

15. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 10:06 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING OCTOBER 12, 2021

1. CALL TO ORDER / CLOSED SESSION

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:00 p.m. by Mayor Pro Tem / Vice Chairman Taylor.

2. ROLL CALL

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

Absent: Council/Agency/Authority Member Van.

Excused: Mayor/Chairman Shawver.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

Council/Agency/Authority Member Ramirez cited a conflict of interest and recused himself from closed session proceedings.

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

4A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Pursuant to Government Code Section 54957.6)

Title: City Attorney

Council/Agency/Authority Member Van arrived at 6:02 p.m.

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

The meetings were called to order at 6:30 p.m. by Mayor Pro Tem / Vice Chairman Taylor.

DRAFT

6. ROLL CALL

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

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Mayor David J. Shawver.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 6:00 to 6:30 p.m.

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

8. SPECIAL PRESENTATIONS AND AWARDS

None.

9. CONSENT CALENDAR

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

Motion/Second: Ramirez/Shawver

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

Motion unanimously carried:

DRAFT

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated September 10, 2021 – September 23, 2021, in the amount of \$1,376,316.31.

9C. JULY 2021 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended July 31, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of July 31, 2021.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund's July 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended July 31, 2021.

DRAFT

9D. AUGUST 2021 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended August 31, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of August 31, 2021.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund's August 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended August 31, 2021.

9E. AUGUST 2021 INVESTMENT REPORT

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

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

9F. AUGUST 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

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

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

DRAFT

9G. AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO ABSOLUTE INTERNATIONAL SECURITY FOR FACILITY RENTAL SUPERVISION AND SECURITY SERVICES

The proposed action will award a contract to Absolute International Security at the per hour prices bid to provide supervisor and security guard coverage for facility rentals at the Stanton Community Center.

1. The City Council declared 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. Approved a Professional Services Agreement with Absolute International Security to provide supervision and security for rentals of indoor City facilities; and
3. Authorized the City Manager to bind the City of Stanton and Absolute International Security in a contract to provide these services.

9H. REQUEST FROM ABSOLUTE INTERNATIONAL SECURITY, INC. TO OPERATE AS PRIVATE PATROL OPERATOR LOCATED AT 4255 TYLER AVENUE, EL MONTE, CALIFORNIA 91731

Absolute International Security, Inc. has applied for Private Patrol Operator status. Chapter 5 of the Stanton Municipal Code requires that Detective agencies and merchant police activities obtain City Council approval.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved the application of Absolute International Security, Inc. for Private Patrol Operator status and authorized the issuance of a business license permit.

END OF CONSENT CALENDAR

DRAFT

9I. AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PROBOLSKY RESEARCH TO CONDUCT A CITY-WIDE COMMUNITY NEEDS ASSESSMENT

Only July 27, 2021, the City Council approved the Fiscal Year 2021/22 appropriation for the City's American Rescue Plan Act (ARPA) Fund. To better identify the needs of our community and guide the City's pandemic response, the Community Services Department solicited a qualified vendor to conduct a Community Needs Assessment. Staff requests that the City Council authorize the City Manager to enter into an agreement with Probolsky Research to provide these services in the amount not to exceed \$44,000.

Motion/Second: Van/Shawver
Motion carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved a Professional Services Agreement with Probolsky Research to conduct a Community Needs Assessment for the maximum contract sum of \$44,000; and
3. Authorized the City Manager to bind the City of Stanton and Probolsky Research in a contract to provide these services.

- | | |
|---|-------|
| 10. PUBLIC HEARINGS | None. |
| 11. UNFINISHED BUSINESS | None. |
| 12. NEW BUSINESS | None. |
| 13. ORAL COMMUNICATIONS – PUBLIC | None. |
| 14. WRITTEN COMMUNICATIONS | None. |

DRAFT

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

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

Council Member Van reported on the Stanton Community Foundations 7th Annual Charity Shootout Event which is scheduled to take place on November 4, 2021.

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

None.

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

None.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

Mr. Jarad L. Hildenbrand, City Manager, reported on the closing of escrow with KB Homes for the property located at 7455 Katella Avenue, Stanton, CA 90680.

17A. ORANGE COUNTY FIRE AUTHORITY

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

DRAFT

18. **ADJOURNMENT** in memory and honor of both Ms. Phyllis Filipek and Mr. Art Artenger
Motion/Second: Shawver/
Motion carried at 6:51 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 26, 2021

SUBJECT: AMENDMENT NUMBER ONE TO THE AGREEMENT TO TRANSFER FUNDS FOR THE 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

REPORT IN BRIEF:

On May 11, 2021, City Council approved the City's acceptance of the Emergency Management Performance Grant (EMPG) FY20, from the California Governor's Office of Emergency Services (CalOES). Included in this grant is a sub award for the City in the amount of \$5,333.00. CalOES is seeking approval of an amendment to the Agreement to Transfer Funds.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Authorize the City Manager to execute the Amendment Number One to the Agreement to Transfer Funds for the 2020 Emergency Management Performance Grant Program and other documents required by the County of Orange for participation in the EMPG program on behalf of the City Council.

BACKGROUND:

Acceptance of the EMPG award occurred in May of 2021. Approving Amendment Number One to Agreement to Transfer Funds is a procedural necessity as determined by CalOES.

FISCAL IMPACT:

The grant will provide \$5,333.00 in funding for emergency management, a 50% match is required and will utilized funds previously budgeted within the General Fund. The total cost of the project is approximately \$10,200.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSES:

1 - Provide a Safe Community.

Prepared by:

Concurred by:

/s/ James J. Wren

/s/ Michelle Bannigan

James J. Wren
Public Safety Services Director

Michelle Bannigan
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENTS:

- A. Amendment Number One to Agreement to Transfer Funds for 2020 Emergency Management Performance Grant Program

**AMENDMENT NUMBER ONE
TO
AGREEMENT TO TRANSFER FUNDS
FOR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**

This AMENDMENT NUMBER ONE to AGREEMENT TO TRANSFER FUNDS FOR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM ("Transfer Agreement") is made and entered upon execution of all necessary signatures.

WHEREAS, COUNTY and SUBRECIPIENT executed a Transfer Agreement to reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes;

WHEREAS, the original Transfer Agreement included a deadline for participating jurisdictions to submit reimbursement requests by June 30, 2021 (Section 15(f));

WHEREAS, some SUBRECIPIENTS were unable to complete their project expenditures within that timeframe due to extraordinary circumstances of pandemic, fires, and civil unrest during the past year;

WHEREAS, the terms of the 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM has a deadline of June 30, 2022 for the submission of claims;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 15(f) is modified to extend the date by which SUBRECIPIENT reimbursement requests must be received by the COUNTY to June 30, 2022. This extended date for submission of reimbursement claims applies to the 2020 Emergency Management Performance Grant Program.

2. Except as modified herein, all other terms of the Transfer Agreement for the 2020 Emergency Management Performance Grant Program previously executed by COUNTY and SUBRECIPIENT remain the same.

1 IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ONE in the
2 County of Orange, State of California.

3
4 APPROVED AS TO FORM

5 COUNTY COUNSEL

6 By Wendy J. Phillips
7 Wendy J. Phillips

8 Title: Senior Deputy

9 Dated: August 26, 2021

10
11
12 COUNTY OF ORANGE, a political subdivision of the State of California

13 By: _____

14 Title: Sheriff-Coroner

15 Dated: _____, 20____

16
17
18
19
20 SUBRECIPIENT: City of _____

21 By: _____

22 Title: _____

23 Dated: _____, 20____

24
25 ATTEST: _____

26 Title: City Clerk

27 Dated: _____, 20____

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: October 26, 2021

SUBJECT: APPROVAL OF FIRST AMENDMENT TO THE OPTION TO LEASE AGREEMENT OF 11870 BEACH BOULEVARD WITH JAMBOREE HOUSING CORPORATION FOR USE AS PART OF THE TAHITI MOTEL PERMANENT SUPPORTIVE HOUSING PROJECT

REPORT IN BRIEF:

Consideration of the First Amendment to the Option to Lease Agreement of 11870 Beach Boulevard with the Jamboree Housing Corporation (JHC), extending the option's expiration date to April 18, 2022. The property is adjacent to JHC's Tahiti Motel Permanent Supportive Housing Project and would be used to provide additional space for a community building on the campus.

RECOMMENDED ACTION

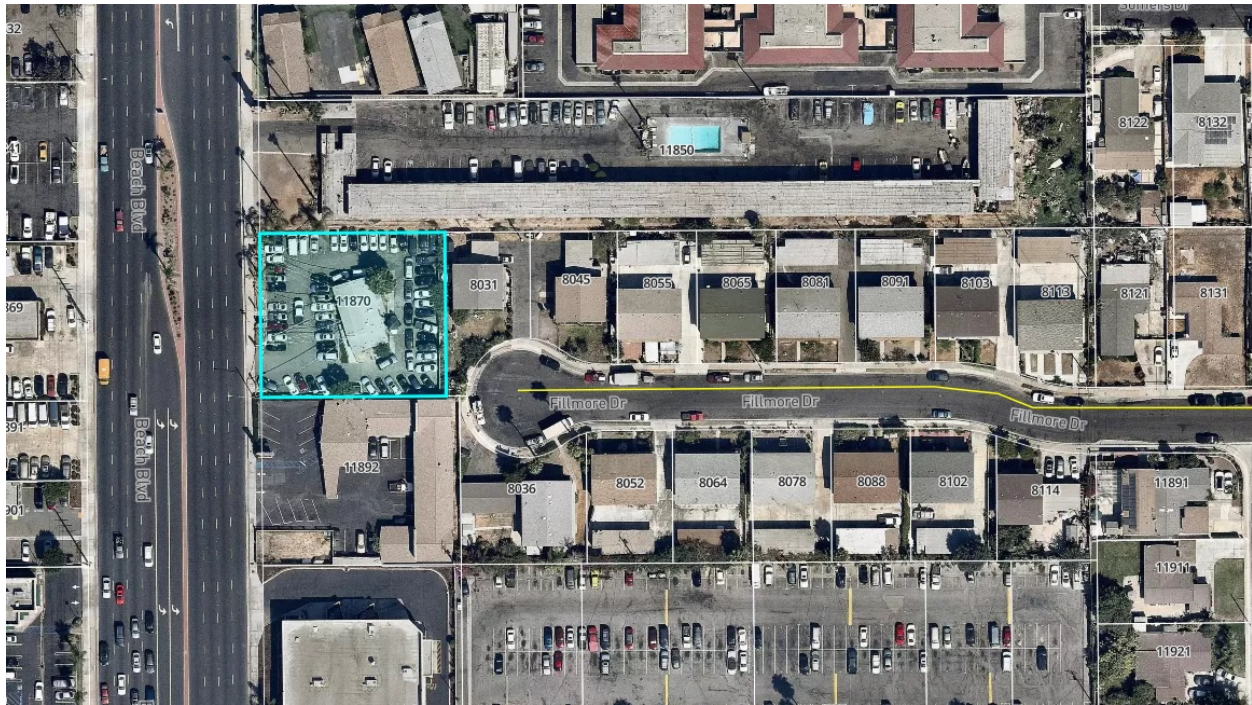
1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and
2. Approve the First Amendment to the Option to Lease Agreement with JHC; and
3. Authorize the City Manager to execute the First Amendment with JHC.

BACKGROUND:

The subject property ("Property") of .21 acres is located at 11870 Beach Boulevard, Stanton, CA 90680. The Property is a vacant, underutilized lot directly adjacent to two motels: the 60-unit Tahiti Motel (11850 Beach Boulevard) to the north of the Property and a 20-unit Riviera Motel (11892 Beach Boulevard) to the south of the Property. The City presently owns the Property in fee simple, having closed escrow on the Property in February 2020. On September 14, 2021, City Council approved a Property Transfer Agreement to transfer the title of the Property to the Stanton Housing Authority.

The state awarded \$23.1 million to the County of Orange and nonprofit affordable housing developer, JHC-Beach2, LLC ("Developer"), to turn two motels in Stanton—the Stanton Inn and Suites and the Tahiti Motel—into permanent supportive housing. The City's Housing Authority ("Authority") and Developer entered into an Affordable Housing Grant

and Regulatory Agreement (“Grant and Regulatory Agreement”) for the Developer to rehabilitate the Tahiti Motel and ultimately convert it into permanent supportive housing for low-income individuals and families (“Project”). In connection with the Project, on October 27, 2020 the City entered into an Option to Lease Agreement (“Agreement”), which grants the Developer the option to lease the Property for the purpose of developing open space complementary to and supportive of the Project. Pursuant to the Agreement, the term of the Option is set to expire on October 27, 2021.



The First Amendment to the Agreement would extend the term of the Agreement until 5:00 pm on April 18, 2022. All other terms and conditions of the Agreement shall remain unchanged.

The basic terms of the lease would remain as follows:

- The lease term shall be for 60 years.
- The Developer shall pay the City \$10.00 upon execution of the lease.
- The annual rent shall be \$1.00.
- The tenant shall be responsible to construct any improvements on the Property after receiving all necessary permits, approvals, and authorizations.

ANALYSIS/JUSTIFICATION:

The plan, tentatively, is to use the lot to provide an additional community building space and acquire the Riviera Motel to also convert into permanent supportive housing through Project Homekey. The Riviera Motel acquisition deal remains under negotiation, and the

County is seeking additional funds from the second round of Project Homekey to help fund the conversion.

The Developer has submitted applications to the California Tax Allocation Committee and the California Debt Limit Allocation Committee for an allocation of, respectively, tax credits and bonds, to fund an affordable housing development that would include the Property. If the Developer receives the requested allocations for the Project, the Developer anticipates closing on its financing and exercising the option by April 2022. To allow sufficient time for the Developer to secure its financing for the Project, the Developer has requested an extension of the Agreement's term so that the date is consistent with the anticipated construction start date.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None. The proposed First Amendment is exempt from the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) pursuant to Section 15061(b)(3). The amendment of the Option to Lease Agreement will not result in direct or indirect physical changes in the environment. Any future reuse or redevelopment of the site will be subject to separate review for compliance with CEQA.

LEGAL REVIEW:

The City Attorney has reviewed the attached First Amendment.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

5. Provide a high quality of life.

PUBLIC NOTIFICATION:

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

Prepared by:

Approved as to form by:

/s/ Jason Huynh

/s/ HongDao Nguyen

Jason Huynh
Management Analyst

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment(s):

- A. First Amendment to the Option to Lease Agreement

AMENDMENT NO. 1 TO OPTION TO LEASE AGREEMENT

This AMENDMENT NO. 1 TO OPTION TO LEASE AGREEMENT (“**Amendment No. 1**”) is entered into as of October 26, 2021, by and between CITY OF STANTON, a California municipal corporation (“**City**”), and JHC-BEACH2 LLC, a California limited liability company (“**Developer**”).

RECITALS:

A. On or about October 27, 2020, Developer and City entered into that certain Option to Lease Agreement (“**Agreement**”) pursuant to which City granted to Developer an option (the “**Option**”) to lease certain real property owned by City (the “**Property**”).

B. Pursuant to the Agreement, the term of the Option will expire on October 27, 2021.

C. Developer has submitted applications to the California Tax Allocation Committee (“**CTAC**”) and the California Debt Limit Allocation Committee (“**CDLAC**”) for an allocation of, respectively, tax credits and bonds, to fund an affordable housing development (the “**Project**”) that would include the Property. If Developer receives the requested allocations for the Project, Developer anticipates closing on its financing and exercising the Option by April 2022.

D. To allow sufficient time for Developer to secure its financing for the Project, City and Developer now wish to amend the Agreement in order to extend the term of the Option to April 18, 2022.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Term.** Section 2(a) of the Agreement is hereby amended to read as follows:

“The term of the Option shall begin on the Effective Date and expire at 5:00 p.m. on April 18, 2022.”

2. **Remaining Provisions.** Except as otherwise expressly provided in this Amendment No. 1, all of the terms and conditions of the Agreement shall remain in full force and effect.

3. **Signatures in Counterpart.** This Amendment No. 1 may be executed in counterparts, each of which, when this Amendment No. 1 has been signed by the parties hereto, shall be deemed an original, and such counterparts shall constitute one and the same instrument.

[End – Signature Page Follows]

IN WITNESS WHEREOF, City and Developer each hereby represents that it has read this Amendment No. 1, understands it, and hereby executes this Amendment No. 1 to be effective as of the day and year first written above.

"CITY"

CITY OF STANTON, a California municipal corporation

By: _____

Its: _____

ATTEST:

By: _____

Its: Patricia A. Vazquez, City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____

Its: City Attorney

"DEVELOPER"

JHC-BEACH2 LLC, a California limited liability company

By: Jamboree Housing Corporation, a California nonprofit, public benefit corporation, its:
Manager

By: _____

Michael Massie

Its: Chief Development Officer

[NOTARY REQUIRED]

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: October 26, 2021

**SUBJECT: RESOLUTION AUTHORIZING VIRTUAL PUBLIC MEETINGS
PURSUANT TO AB 361**

REPORT IN BRIEF:

Adoption of a Resolution of authorizing City Staff to conduct remote teleconference meetings of the City Council, Committees, and Commissions under the provisions of AB 361.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Adopt Resolution 2021-34, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA, AUTHORIZING VIRTUAL PUBLIC MEETINGS
PURSUANT TO AB 361".**

BACKGROUND:

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, among other things, revised Executive Order N-29-20 and extended its effective term until September 30, 2021. Executive Order N-08-21 waived certain requirements of the Ralph M. Brown Act to allow legislative bodies to hold public meetings via teleconference.

On September 16, 2021, the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing, or (2) the legislative body determines by majority vote that meeting in-person would present imminent risks to the health and safety of attendees.

Currently, the State of California and the County of Orange remain under the state of emergency brought on by the COVID-19 pandemic, particularly with the spread of the

Delta Variant. State and local officials are recommending measures to promote social distancing.

Additionally, Government Code Section 54953(e) adds two new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Those requirements are:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

ANALYSIS/JUSTIFICATION:

Pursuant to Government Code Section 54953(e)(3), the City Council is required every thirty (30) days to reconsider the circumstances of the state of emergency and determine whether (1) state or local officials have imposed or recommended measures to promote social distancing, or (2) the legislative body determines by majority vote that meeting in-person would present imminent risks to the health and safety of attendees. If neither of the two finding options can be made, the City Council, Committees, and Commissions will no longer be able to continue holding public meetings by teleconference without compliance to Section 54953(b)(3). The findings need not be in the form of a resolution, but a resolution is helpful in formalizing these findings.

The enclosed Resolution makes the required findings under Government Code Section 54953(e)(3), and, if adopted, would allow the City to continue to offer teleconference accessibility for public meetings after September 30, 2021, to help mitigate the spread of COVID-19, as well as during other state-proclaimed emergencies where physical attendance may present a risk.

Lastly, it is important to note that having virtual meetings under the provisions of Government Code Section 54953(e)(3) is optional. If the Council wishes, it may continue to meet in-person. In addition, hybrid meetings are permissible. The intent of the attached Resolution is to allow for the more flexible hybrid meeting option in the event that a Councilmember, Committee Member, or Commissioner could not attend the meeting in-person due to illness but wanted to appear via videoconference. If the Council

will meet only or partially in-person, it should ensure compliance with the Orange County Health Care Agency's recommendations for local public meetings.

FISCAL IMPACT:

None.

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)(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).

LEGAL REVIEW:

The City Attorney has reviewed the attached Resolution.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.

PUBLIC NOTIFICATION:

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

Prepared by:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Approved as to form by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment(s):

- A. Resolution No. 2021-34

RESOLUTION NO. 2021-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA,
AUTHORIZING VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361**

WHEREAS, the Stanton City Council (“Council”) is committed to preserving and nurturing public access and participation in meetings of the Council, Committees, and Commissions; and

WHEREAS, with the exception of closed sessions, all meetings of the Council, Committees, and Commissions are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor’s executive orders, the Council has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff, and Councilmembers; and

WHEREAS, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expires on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in-person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in Orange County, specifically, a state of emergency has been proclaimed related to COVID-19, state and local officials are recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in-person would present imminent risks to the health and safety of attendees.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Stanton hereby finds and orders as follows:

Section 1. Recitals. All of the above recitals are true and correct and are hereby incorporated herein by reference.

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

Section 3. Remote Teleconference Meetings. Consistent with the provisions of Government Code Section 54953(e), the Council finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in-person would present imminent risks to the health and safety of attendees. Based on such facts, findings, and determinations, the Council authorizes staff to conduct remote teleconference meetings of the Council, Committees, and Commissions under the provisions of Government Code Section 54953(e).

Section 4. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Council in accordance with Section 5 of this Resolution.

Section 5. Extension by Motion. The Council may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

Section 6. Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable. The City declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of October, 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-34 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 October 26, 2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 26, 2021

SUBJECT: CONSIDERATION OF ORDINANCE NO. 1113, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 10.08.010 OF THE STANTON MUNICIPAL CODE AUTHORIZING ANGLED PARKING ON ALL ROADWAYS WITH CONDITIONS OF IMPLEMENTATION, SPECIFICALLY AUTHORIZING ANGLED PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD, AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

REPORT IN BRIEF:

On September 28, 2021, City Council continued this item to the October 26, 2021 City Council meeting with the direction to City staff to develop and present a “traffic study” of existing conditions on Village Center Drive and the impact(s) proposed angled parking plan would have on Village Center Drive traffic. Based upon the scope given, the City Engineer determined the request more closely aligned with the scope of an “engineering analysis” akin to the language in the proposed ordinance rather than a traffic study. Consequently, the engineering analysis has been prepared in a memorandum format and is summarized below. The engineering analysis is also attached to this agenda report.

Based upon the results of the engineering analysis, the City Engineer is recommending a revised recommended action for consideration by City Council and, therefore, the City Engineer is changing the original recommended action to “alternative action no. 2.” The City Engineer is also proposing another alternative action, alternative action no. 1, for consideration by City Council.

The revised recommended action consists of modifying the “no parking” hours posted on Village Center Drive to allow the existing parallel parking to be better utilized and to evaluate the effect of that change prior to authorizing additional angled parking on Village Center Drive. The recommended action would change the existing No Parking hours from 11:00 p.m. – 7:00 a.m. to 2:00 a.m. – 6:00 a.m. on Village Center Drive.

Two alternative actions are also presented to City Council for consideration:

Alternative action no. 1 is the same as the recommended action, except that the existing No Parking hours would only occur on the designated street sweeping day (Friday) and during the necessary time window to allow for street sweeping as determined by the City Engineer.

Alternative action no. 2 is the original recommended action presented at the September 28, 2021 City Council meeting, which was to amend Section 10.08.010 of the Stanton Municipal Code to allow angled parking on any public roadway after the City Engineer performs an engineering analysis and with the concurrence of City Council and to implement angled parking on Village Center Drive as the initial implementation of this Ordinance. If the City Council directs angled parking be designated for installation by Frontier on Village Center Drive, the City Engineer recommends any angled parking stalls be “back-in” or “reverse” angled parking.

RECOMMENDED ACTIONS:

1. City Council modify the existing “No Parking” hours on Village Center Drive from the southerly City limit to Beach Boulevard from 11:00 p.m. - 7:00 a.m. to 2:00 a.m. – 6:00 a.m.; and
2. Adopt Resolution No. 2021-35, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, TO RESTRICT OVERNIGHT PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD”; and

3. Declare that this Resolution will not have a significant effect, adverse or otherwise, on the environment pursuant to the California Environment Quality Act (“CEQA”) Guidelines Section 15061(b)(3); therefore, this resolution is found and determined to be not subject to analysis under the California Environment Quality Act of 1970, as amended, or the State CEQA Guidelines; and
4. Direct the City Engineer to perform a subsequent engineering analysis in approximately six (6) months to ascertain the effects of the modified No Parking hours on the use of the existing parallel parking spaces.

ALTERNATIVE ACTION NO. 1:

1. City Council modify the existing “No Parking” hours from 11:00 p.m. - 7:00 a.m. to “No Parking for street sweeping” on Village Center Drive from the southerly limit to Beach Boulevard on the designated street sweeping day and time window determined by the City Engineer; and

2. Declare this action will not have a significant effect, adverse or otherwise, on the environment pursuant to the California Environment Quality Act ("CEQA") Guidelines Section 15061(b)(3); therefore, this action is found and determined to be not subject to analysis under the California Environment Quality Act of 1970, as amended, or the State CEQA Guidelines; and
3. Direct the City Engineer to perform a subsequent engineering analysis in approximately six (6) months to ascertain the effects of the modified No Parking hours on the use of the existing parallel parking spaces.

ALTERNATIVE ACTION NO. 2:

1. City Council introduce Ordinance No. 1113, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 10.08.010 OF THE STANTON MUNICIPAL CODE AUTHORIZING ANGLED PARKING ON ALL ROADWAYS WITH CONDITIONS OF IMPLEMENTATION, SPECIFICALLY AUTHORIZING ANGLED PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD, AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;" and

2. Declare that this Ordinance will not have a significant effect, adverse or otherwise, on the environment pursuant to the California Environment Quality Act ("CEQA") Guidelines Section 15061(b)(3); therefore, this Ordinance, and all parking configurations authorized hereby, are found and determined to be not subject to analysis under the California Environment Quality Act of 1970, as amended, or the State CEQA Guidelines; and
3. Set said Ordinance for adoption at the November 9th regularly scheduled City Council meeting; and
4. Approve the initial implementation of the Ordinance by expressly authorizing angled parking on Village Center Drive; and
5. Authorize the City Engineer to work with Frontier to develop and implement a revised angled parking plan which includes reverse/back-in angled parking; and
6. Upon the City Engineer's approval of a revised angled parking plan, authorize the City Engineer to issue an encroachment permit in conformance with the Stanton Municipal Code for the proposed work and to collect a surety bond or cash bond in the amount of \$50,000 to guarantee completion of construction.

BACKGROUND

On September 28, 2021, City staff presented a staff report regarding the proposed implementation of angled parking on Village Center Drive.

The proposed implementation of angled parking on Village Center Drive is meant to alleviate peak-hour parking congestion at the development located adjacent to and on the east side of Village Center Drive, 12781 Beach Boulevard, owned by Frontier Real Estate Investments ("Frontier"). The development consists of the Rodeo 39 Public Market and several other restaurant tenants including In-N-Out Burger and Raising Cane's, and a Planet Fitness gym.

Frontier proports the success of this development has meant that on-site parking is routinely full necessitating the need for additional off-site parking. Frontier has proposed constructing angled parking on Village Center Drive at their own expense. Frontier developed a proposed angled parking plan for Village Center Drive, which was reviewed and discussed at the September 28, 2021 City Council meeting. During the September 28th meeting, the City Engineer recommended if the City Council authorized angled parking on Village Center Drive that the plan be revised to include back-in angled parking.

Based upon past public input from residents in the Crosspointe Village Homeowners Association property on the west side of Village Center Drive, City Council directed the City Engineer to develop and present a "traffic study" of existing conditions on Village Center Drive and the impact(s) the proposed angled parking plan would have on Village Center Drive traffic.

Based upon the scope of the evaluation requested by the City Council, the City Engineer determined the request more closely aligned with the scope of an "engineering analysis," akin to the language in the proposed ordinance, rather than a traffic study. Consequently, the engineering analysis has been prepared in a memorandum format and is summarized below. The engineering analysis is also attached to this agenda report.

Regarding the proposed crosswalk across Village Center Drive, on September 28th in a separate City Council action increasing the design contract award amount to Tait & Associates for the existing FY 2021-2022 Citywide Street Rehabilitation Project currently under design, the City Council authorized the City Engineer to proceed with the design of a crosswalk on Village Center Drive. The City Engineer plans to design the crosswalk at Parkglen Loop according to the draft design presented to City Council during the September 28th City Council meeting. The Citywide Street Rehabilitation Project will be constructed in Spring 2022.

ANALYSIS/JUSTIFICATION:

The City Engineer performed an engineering analysis as described in the attached memorandum. The key observations the City Engineer made in his analysis were as follows: (1) Approximately 66 existing parallel parking spaces exist now, (2) the existing parallel parking spaces are not being fully utilized as-is, and (3) the existing No Parking prohibition between the hours of 11:00 p.m. and 7:00 a.m. seven (7) days per week is likely inhibiting the use of the existing parking spaces. Employees working at Rodeo 39 and other food service establishments probably cannot use the existing parking spaces on Village Center Drive because their work shifts end after 11:00 p.m. Under the current no parking hours, adjoining residents may also not park overnight on Village Center Drive. It is the professional opinion of the City Engineer that the existing no parking days and hours be modified to allow for later night parking or overnight parking. Consequently, the recommended action and alternative action no. 1 are presented for City Council consideration in alignment with the engineering analysis observations. If the City Council wishes to change the no parking hours, as codified in California Vehicle Code Section 22507, State law requires and gives municipalities the authority to prohibit or restrict parking during all or certain hours of the day.

If the City Council wishes to allow angled parking on Village Center Drive as written in alternative action no. 2, State law (California Vehicle Code Section 22503) requires and gives municipalities the authority to implement angled parking on any public roadway within its jurisdiction, but only after the governing body authorizes the same by ordinance.

As previously described in the September 28th agenda report, there is prior precedent in the City for allowing angled parking. Angled parking is currently implemented on Main Street, and this angled parking was authorized by City ordinance in 1958 and again in 1964 by resolution. However, the 1958 ordinance was specific to Main Street. This ordinance will allow the City to implement angled parking on any City street after analysis by the City Engineer and approval by the City Council via resolution.

Frontier has submitted an engineered plan for angled parking on Village Center Drive as shown in Attachment C to this report. The plan envisions constructing 80 angled parking stalls and 24 parallel parking spaces. The parallel parking spaces shown on the engineered plan already exist today.

According to the plan, there is sufficient roadway width to allow for angled parking on Village Center Drive. However, the proposed plan requires the elimination of two existing median islands containing existing trees and vegetation and the reconstruction of one median island into a smaller median island to allow for enough continuous roadway width to implement the angled parking plan. The City Engineer has found the plan to be technically feasible for implementation and was previously reviewed by the City's traffic engineering consultant, Hartzog & Crabill, but not recommended at this time due to the aforementioned observations made in the engineering analysis memorandum.

Frontier has proposed to implement the proposed angled parking plan at no cost to the

City. The City's Municipal Code requires that all improvements constructed in the public right-of-way be constructed by a licensed California contractor with the appropriate contractor's license designation under an encroachment permit approved and issued by the City Engineer. Therefore, if angled parking is permitted by City Council on Village Center Drive, Frontier will need to hire the appropriate contractor to apply for the encroachment permit and perform the improvements.

FISCAL IMPACT:

No new fiscal impact.

ENVIRONMENTAL IMPACT:

Neither the change in No Parking hours nor the proposed Ordinance will have a significant effect, adverse or otherwise, on the environment pursuant to the California Environment Quality Act ("CEQA") Guidelines Section 15061(b)(3); therefore, this Ordinance, and all parking configurations authorized hereby, are found and determined to be not subject to analysis under the California Environment Quality Act of 1970, as amended, or the State CEQA Guidelines.

PUBLIC NOTIFICATION:

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

STRATEGIC PLAN:

5 – Provide a High Quality of Life

Prepared by:

Reviewed by:

/s/ Joe Ames

/s/ HongDao Nguyen

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

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENTS:

- A. Engineering Analysis
- B. Draft Ordinance No. 1113
- C. Draft Resolution No. 2021-35
- D. Proposed Angled Parking Plan for Village Center Drive

TO: Mayor & City Council

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

DATE: October 14, 2021

SUBJECT: Engineering Analysis Pertaining to Parking and Traffic on Village Center Drive

Per the request of the Mayor and the City Council at the September 28, 2021 City Council meeting, I have prepared the following engineering analysis concerning parking and traffic on Village Center Drive.

The scope of this report is contained to the following:

1. Reporting accident history for the past three (3) years on Village Center Drive, as provided by the Orange County Sheriff's Department.
2. Reporting the current average daily traffic volume for Village Center Drive based upon a survey conducted by Hartzog & Crabill, the City's traffic engineering consultant.
3. Reporting the current average travel speeds on Village Center Drive based upon a survey conducted by Hartzog & Crabill.
4. Reporting turning movement counts into and out of the driveways serving Crosspointe Village (Parkglen Loop and Briarglen Loop) and the through movement counts on Village Center Drive at these uncontrolled intersections based upon a survey conducted by Hartzog & Crabill.
5. Evaluating if one or both dedicated left turn lanes (pockets) on Village Center Drive serving Crosspointe Village are required based upon turning movement counts and/or anticipated delays to through traffic on Village Center Drive, and evaluating what benefits are retained by keeping the turn lanes.
6. Observing and reporting the number of parked vehicles using the existing parallel parking spaces on Village Center Drive at various times of the day and various days of the week.
7. Projecting average traffic speeds and delays on Village Center Drive should the proposed angled parking plan be implemented.

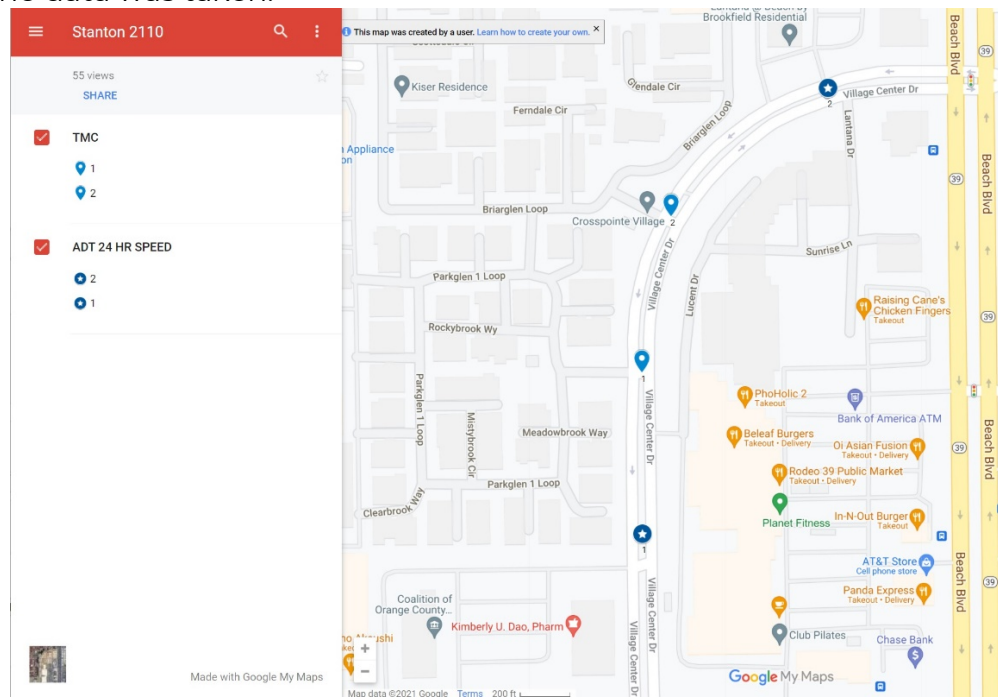
Results and observations are presented below.

Item No.1: The Orange County Sheriff's Department reported three non-injury collisions on Village Center Drive in the past three years which did not occur at or near the intersection of Village Center Drive and Beach Boulevard:

- June 7, 2021 at 4:08 p.m. at Parkglen Loop. No further information is available and no report was taken by the Sheriff's Department because the responding deputies only facilitated the exchange of information.
- September 19, 2020 at 4:11 p.m. at Briarglen Loop. The Sheriff's Department noted in their logbook that this was caused by a vehicle turning into Crosspointe Village; however, no accident report was taken by the Sheriff's Department and it is believe the responding deputies only facilitated the exchange of information.
- February 11, 2019 at 9:34 a.m. at Briarglen Loop. No further information is available and no report was taken by the Sheriff's Department because the responding deputies only facilitated the exchange of information.

Item No. 2: The average daily traffic volume on Village Center Drive is 3,295 vehicles per day, as measured on Village Center Drive, just north of Garden Grove Boulevard. The peak hour traffic volume is 333 vehicles. The average traffic volume is 137 vehicles per hour. Additional data is attached. A diagram is shown below showing where the data was taken.

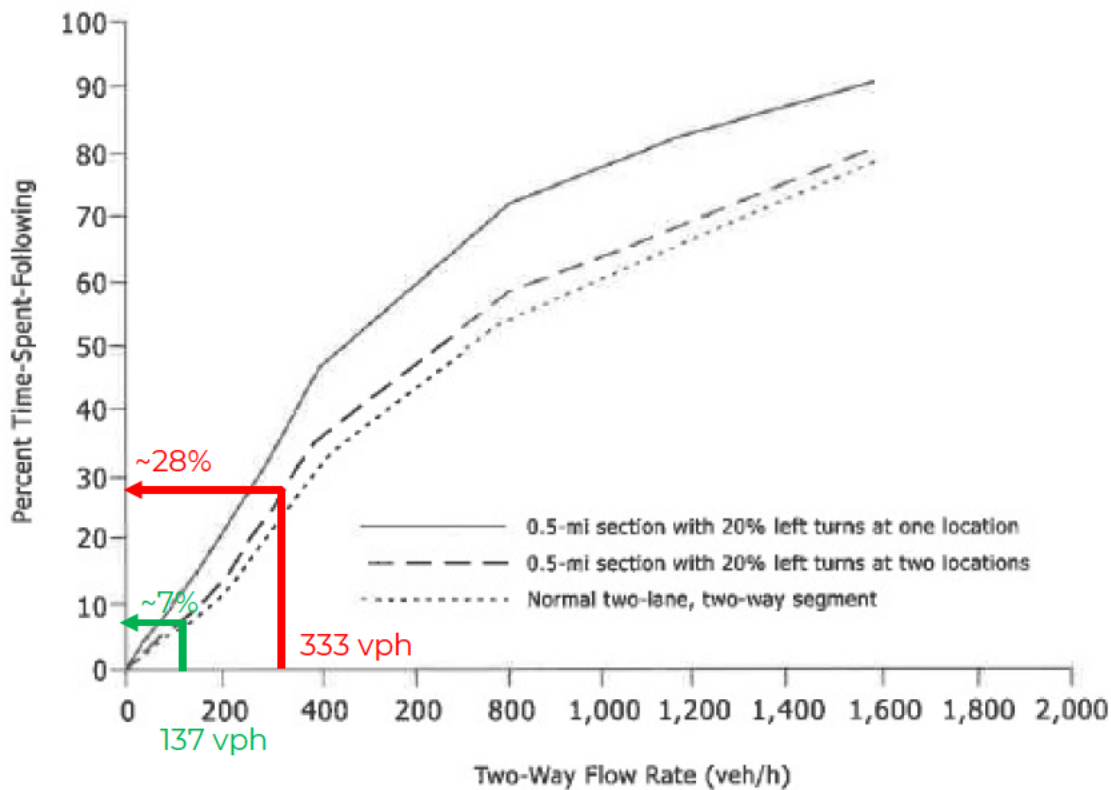
Item No. 3: The 85th percentile speed of vehicles on Village Center Drive is 34 mph, as measured Tuesday, October 12, 2021 on Village Center Drive, just north of Garden Grove Boulevard. Additional data concerning the location just west of Beach Boulevard is also available. All data collected is attached. The diagram below shows where the data was taken.



TMC = Turning Movement Count Location
ADT/24 HR SPEED = ADT and Speed Survey Location

Item No. 4: Turning movement counts for the AM and PM peak hours are shown on the attached diagrams. The turning movement counts were taken on Tuesday, October 5, 2021. In summary, the largest volume of vehicles making a left turn from northbound Village Center Drive onto Parkglen Loop was 11 vehicles in a 15-minute period. The peak hour volume was 16 vehicles, that is, the highest number of vehicles turning left in any 1-hour period was 16 vehicles. The largest volume of vehicles making a left turn from northbound Village Center Drive onto Briarglen Loop was 21 vehicles in a 15-minute period. The peak hour volume was 60 vehicles, that is, the highest number of vehicles turning left in any 1-hour period was 60 vehicles.

Item No. 5: The Highway Capacity Manual provides an overview of the operational benefits of dedicated turn lanes (turn pockets). Turn lanes “are desirable at selected locations on two-lane highways to reduce delays to through vehicles caused by turning vehicles and to reduce turning accidents. Separate right- and left- turn lanes may be provided, as appropriate, to remove turning vehicles from the through travel lanes. Left-turn lanes, in particular, provide a protected location for turning vehicles to wait for an acceptable gap in the opposing traffic stream. This reduces the potential for collisions from the rear and may encourage drivers of left-turning vehicles to wait for an adequate gap in opposing traffic before turning. *Research recommends specific operational warrants for left-turn lanes at intersections on two-lane highways based upon the directional vehicles and percentage of left turns* (emphasis added). The Highway Capacity Manual’s intersection analysis methodologies can be used to quantify the effects of intersection turn lanes on signalized and unsignalized intersections. However, there is no methodology for estimating the effect of turn lanes on average highway speed. Modeling of intersection delays shows the relative magnitude of likely effects of turning delays on PTSF (Percent Time Spent Following); the results are shown (below). The top line in the exhibit shows that turning vehicles can increase PTSF substantially over a short road segment. However, when these effects are averaged over a longer road segment, the increase in PTSF is greatly reduced, as indicated by the dashed line in the exhibit. The provision of intersection turn lanes could minimize these effects (*Highway Capacity Manual*, Version 6.0, Volume 2, pages 15-38 & 15-39).”



Source: Hoban (14).

Based on the counts provided by Hartzog & Crabill, I have superimposed the lines on the chart. Accordingly, the Highway Capacity Manual estimates that, on average, Village Center Drive motorists would spend approximately 7% of their time tailing another motorist waiting to turn if a left turn pocket is NOT provided. During the peak hour period, motorists will spend approximately 28% of their time tailing another motorist waiting to turn if a left turn pocket is NOT provided on Village Center Drive. Indeed, turn pockets are typically provided in order to decrease or eliminate delays to through traffic.

However, current best practice indicates the warrant for deciding whether or not to require a left turn lane is approximately 100 vehicles per hour. Based upon the counts provided by Hartzog & Crabill, the turning movements do not automatically trigger the recommendation for the design of dedicated left turn lanes. Therefore, any turn pockets are provided for the convenience of motorists rather than out of necessity.

Item No. 5: The following number of vehicles were observed parked on Village Center Drive on these dates and times:

- October 4 at 1:03 p.m.: 10 vehicles, including 2 OCTA vehicles
- October 5 at 5:36 p.m.: 13 vehicles
- October 12 at 7:30 p.m.: 7 vehicles, including 1 box truck

- October 13 at 6:35 a.m.: No vehicles

At no time did I observe the number of vehicles parked on Village Center Drive approach the capacity of the available parking spaces. (Note: Parking spaces are not dimensionally marked on Village Center Drive as “stalls;” therefore, using 23’ as the standard length of a parking stall required by Title 20 of the Municipal Code, the number of expected parking spaces on Village Center Drive under the current configuration is 66 parking spaces.) I note the existing No Parking 11:00 p.m. to 7:00 a.m. designation on Village Center Drive is likely inhibiting the use of the parking stalls by patrons and employees of the Frontier development and by adjoining residents.

Item No. 7: Unfortunately, to my knowledge, there is no data available concerning any additional speed reductions which may occur solely based on switching from parallel parking to angled parking. Data only exists when gauging the impact of having parking versus not having parking on an urban roadway. For the latter, the *Highway Capacity Manual* (Version 6.0, Volume 3, page 18-28, Equation 18-3 and Exhibit 18-11) implies the average speed on a two-lane urban street (one lane in each direction) will be reduced by 3 mph with the implementation of any kind of on-street parking running 100% of the length of the evaluated segment versus not having any parking at all. However, there is data concerning the impact of “shoulder width” on two-lane highway average speeds. If angled parking is implemented, correspondingly the “shoulder width” will be reduced. The Highway Capacity Manual (Version 6.0, Volume 2, page 15-15, Equation 15-2 and Exhibit 15-7) implies the average speed could be reduced by 2.6-2.9 miles per hour based on the reduced shoulder width.

Additional Observations:

The existing roadway width allows for enough width for motorists to drive alongside and past bicyclists who may use Village Center Drive, although no bicyclists were observed at any time.

Recommendations:

Given that the existing parallel parking spaces are not being fully utilized on Village Center Drive, it is my primary recommendation that the existing No Parking 11:00 p.m. to 7:00 a.m. designation on Village Center Drive be modified to allow for later night parking or overnight parking, and another engineering analysis be performed six (6) months after any adjustments in No Parking days and hours to ascertain if the existing parking spaces are better utilized by motorists.

Attachments:

1. Intersection Turning Movement Counts for Parkglen Loop and Briarglen Loop
2. Speed and ADT Survey for Village Center Drive just north of Garden Grove Boulevard and just west of Beach Boulevard

Tuesday, October 12, 2021

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

15th Percentile	18	Mean Speed Average	22
50th Percentile	23	10 MPH Pace Speed	20-29
85th Percentile	27	Number in Pace	177
95th Percentile	29	Percent in Pace	77%

Tuesday, October 12, 2021

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

[illegible]

15th Percentile	16	Mean Speed Average	22
50th Percentile	22	10 MPH Pace Speed	20-29
85th Percentile	28	Number in Pace	297
95th Percentile	30	Percent in Pace	33%

DAY TOTAL	69	29	213	532	261	22	3	3	1	0	0	1	0	4	1,138	
PERCENTAGE	6.1%	2.5%	18.7%	46.7%	22.9%	1.9%	0.3%	0.3%	0.1%	0.0%	0.0%	0.1%	0.0%	0.4%	1,138	100.00%
	6.1%	8.6%	27.3%	74.1%	97.0%	98.9%	99.2%	99.5%	99.6%	99.6%	99.6%	99.6%	99.6%	100.0%		
85th Percentile	28															

Tuesday, October 12, 2021

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

15th Percentile	20	Mean Speed Average	27
50th Percentile	27	10 MPH Pace Speed	22-31
85th Percentile	34	Number in Pace	290
95th Percentile	38	Percent in Pace	28%

Tuesday, October 12, 2021

SC3101

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

[illegible]

SPEED1 Village Center north of Garden Grove.

Project# SC3101

Combined

Tuesday, October 12, 2021

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

Time	5-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+	TOTAL	%VEHICLES
12:00:00 AM	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	0.09%
12:15:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0.03%
12:30:00 AM	0	0	0	2	2	0	0	0	0	0	0	0	0	0	4	0.12%
12:45:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0.03%
1:00:00 AM	0	0	1	1	2	0	0	0	0	0	0	0	0	0	4	0.12%
1:15:00 AM	0	0	2	2	0	2	0	0	0	0	0	0	0	0	6	0.18%
1:30:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0.03%
1:45:00 AM	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2	0.06%
2:00:00 AM	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	0.06%
2:15:00 AM	0	1	0	0	1	1	0	0	0	0	0	0	0	0	3	0.09%
2:30:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0.03%
2:45:00 AM	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	0.09%
3:00:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
3:15:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0.03%
3:30:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0.03%
3:45:00 AM	0	0	0	2	1	1	0	0	0	0	0	0	0	0	4	0.12%
4:00:00 AM	0	0	0	1	1	2	0	0	0	0	0	0	0	0	4	0.12%
4:15:00 AM	0	0	0	4	0	0	1	0	0	0	0	0	0	0	5	0.15%
4:30:00 AM	0	0	1	4	6	0	0	0	0	0	0	0	0	0	11	0.33%
4:45:00 AM	0	0	0	5	0	2	1	0	0	0	0	0	0	0	8	0.24%
5:00:00 AM	0	1	0	1	3	3	0	0	0	0	0	0	0	0	8	0.24%
5:15:00 AM	0	1	0	3	4	2	1	0	0	0	0	0	0	0	11	0.33%
5:30:00 AM	0	0	1	3	9	5	1	1	0	0	0	0	0	0	20	0.61%
5:45:00 AM	0	0	2	1	6	10	0	0	0	0	0	0	0	0	19	0.58%
6:00:00 AM	0	0	4	7	13	7	0	0	0	0	0	0	0	0	31	0.94%
6:15:00 AM	0	0	1	7	6	4	1	0	0	0	0	0	0	0	19	0.58%
6:30:00 AM	0	1	1	6	14	14	1	1	0	0	0	0	0	0	38	1.15%
6:45:00 AM	3	0	4	13	16	11	2	0	0	0	0	0	0	0	49	1.49%
7:00:00 AM	0	0	6	11	18	8	5	1	0	0	0	0	0	0	49	1.49%
7:15:00 AM	0	0	4	11	29	15	5	0	0	1	0	0	0	0	65	1.97%
7:30:00 AM	0	0	7	19	41	23	4	0	0	0	0	0	0	0	94	2.85%
7:45:00 AM	0	0	0	28	29	22	5	0	0	0	0	0	0	0	84	2.55%
8:00:00 AM	0	2	3	19	34	19	7	0	0	0	0	0	0	0	84	2.55%
8:15:00 AM	1	0	9	23	18	17	3	0	0	0	0	0	0	0	71	2.15%
8:30:00 AM	3	1	3	19	22	9	2	0	0	0	0	0	0	0	59	1.79%
8:45:00 AM	7	1	4	18	14	9	1	0	0	0	0	0	0	0	54	1.64%
9:00:00 AM	5	3	4	7	13	8	3	0	0	0	0	0	0	0	43	1.31%
9:15:00 AM	2	0	3	6	16	6	2	0	0	0	0	0	0	0	35	1.06%
9:30:00 AM	1	1	3	5	8	11	1	0	0	0	0	0	0	0	30	0.91%
9:45:00 AM	1	0	3	15	9	3	2	0	1	0	0	0	0	0	34	1.03%
10:00:00 AM	3	2	3	6	14	5	2	0	0	0	0	0	0	0	35	1.06%
10:15:00 AM	0	0	2	8	11	2	1	0	0	0	0	0	0	0	24	0.73%
10:30:00 AM	6	0	3	15	13	6	4	0	0	0	0	0	0	0	47	1.43%
10:45:00 AM	4	1	2	10	13	5	1	0	0	0	0	0	0	0	36	1.09%
11:00:00 AM	5	2	5	13	11	3	0	0	0	0	0	0	0	0	39	1.18%
11:15:00 AM	9	0	4	13	19	3	2	0	0	0	0	0	0	0	50	1.52%
11:30:00 AM	0	1	4	6	8	5	2	1	0	0	0	0	0	0	27	0.82%
11:45:00 AM	4	0	4	9	12	7	2	0	0	0	0	0	0	0	38	1.15%
AM TOTAL	54	18	98	328	439	252	63	4	1	1	0	0	0	0	1,258	38.18%
PERCENTAGE	4.3%	1.4%	7.8%	26.1%	34.9%	20.0%	5.0%	0.3%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%		
CUMULATIVE	54	72	170	498	937	1,189	1,252	1,256	1,257	1,258	1,258	1,258	1,258	1,258		
PERCENTAGE	4.3%	5.7%	13.5%	39.6%	74.5%	94.5%	99.5%	99.8%	99.9%	100.0%	100.0%	100.0%	100.0%	100.0%		

15th Percentile	18	Mean Speed Average	26
50th Percentile	26	10 MPH Pace Speed	21-30
85th Percentile	34	Number in Pace	303
95th Percentile	37	Percent in Pace	24%

SPEED1 Village Center north of Garden Grove.

Project# SC3101

Combined

Tuesday, October 12, 2021

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

Time	5-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+	TOTAL	%VEHICLES
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[illegible]

SPEED1 Village Center north of Garden Grove.**AimTD 714 253 7888 cs@aimtd.com**

AM Period	NB		SB		PM Period		NB		SB		
0:00	2		1		12:00		15		28		
0:15	0		1		12:15		20		39		
0:30	2		2		12:30		17		32		
0:45	1	5	0	4	9	12:45	18	70	32	131	201
1:00	1		3		13:00		15		24		
1:15	3		3		13:15		17		24		
1:30	0		1		13:30		25		19		
1:45	0	4	2	9	13	13:45	18	75	38	105	180
2:00	1		1		14:00		12		26		
2:15	2		1		14:15		19		39		
2:30	0		1		14:30		11		42		
2:45	2	5	1	4	9	14:45	28	70	36	143	213
3:00	0		0		15:00		38		31		
3:15	1		0		15:15		18		32		
3:30	0		1		15:30		20		22		
3:45	0	1	4	5	6	15:45	22	98	40	125	223
4:00	1		3		16:00		24		33		
4:15	0		5		16:15		21		30		
4:30	0		11		16:30		25		41		
4:45	1	2	7	26	28	16:45	40	110	35	139	249
5:00	1		7		17:00		32		43		
5:15	0		11		17:15		33		33		
5:30	0		20		17:30		35		53		
5:45	0	1	19	57	58	17:45	43	143	33	162	305
6:00	4		27		18:00		45		23		
6:15	1		18		18:15		22		30		
6:30	3		35		18:30		20		21		
6:45	6	14	43	123	137	18:45	35	122	31	105	227
7:00	3		46		19:00		24		19		
7:15	2		63		19:15		18		25		
7:30	9		85		19:30		18		10		
7:45	11	25	73	267	292	19:45	15	75	21	75	150
8:00	15		69		20:00		14		20		
8:15	22		49		20:15		14		10		
8:30	8		51		20:30		11		13		
8:45	10	55	44	213	268	20:45	12	51	10	53	104
9:00	11		32		21:00		10		4		
9:15	8		27		21:15		13		10		
9:30	5		25		21:30		7		15		
9:45	4	28	30	114	142	21:45	7	37	11	40	77
10:00	11		24		22:00		9		12		
10:15	9		15		22:15		9		11		
10:30	9		38		22:30		9		4		
10:45	10	39	26	103	142	22:45	6	33	9	36	69
11:00	18		21		23:00		9		4		
11:15	13		37		23:15		5		6		
11:30	8		19		23:30		6		3		
11:45	13	52	25	102	154	23:45	3	23	3	16	39
Total Vol.	231		1027		1258	907		1130		2037	

Daily Totals

NB	SB	Combined
1138	2157	3295
PM		
44.5%	55.5%	61.8%
17:15	16:45	17:00
156	164	305
0.87	0.77	0.87

AM

Split %	18.4%	81.6%	38.2%
Peak Hour	11:45	7:15	7:30
Volume	65	290	333
P.H.F.	0.81	0.85	0.89

Tuesday, October 12, 2021

Project# SC3101

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

15th Percentile	15	Mean Speed Average	23
50th Percentile	23	10 MPH Pace Speed	21-30
85th Percentile	28	Number in Pace	160
95th Percentile	32	Percent in Pace	68%

Tuesday, October 12, 2021

Project# SC3101

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

[illegible]

Tuesday, October 12, 2021

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

15th Percentile	14	Mean Speed Average	23
50th Percentile	25	10 MPH Pace Speed	21-30
85th Percentile	30	Number in Pace	270
95th Percentile	33	Percent in Pace	38%

Tuesday, October 12, 2021

SC3101

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

[illegible]

[illegible][illegible]

SPEED2 Village Center west of Beach. Combined

Project# SC3101

Tuesday, October 12, 2021

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

Time	5-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+	TOTAL	%VEHICLES
12:00:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0.04%
12:15:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0.04%
12:30:00 AM	0	1	1	1	1	0	0	0	0	0	0	0	0	0	4	0.16%
12:45:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
1:00:00 AM	0	0	0	4	0	0	0	0	0	0	0	0	0	0	4	0.16%
1:15:00 AM	0	1	0	3	0	0	0	0	0	0	0	0	0	0	4	0.16%
1:30:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0.04%
1:45:00 AM	0	0	0	1	2	0	0	0	0	0	0	0	0	0	3	0.12%
2:00:00 AM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	0.08%
2:15:00 AM	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	0.12%
2:30:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
2:45:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0.04%
3:00:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0.04%
3:15:00 AM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	0.08%
3:30:00 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	0.08%
3:45:00 AM	0	0	0	1	2	1	0	0	0	0	0	0	0	0	4	0.16%
4:00:00 AM	0	0	0	4	1	0	0	0	0	0	0	0	0	0	5	0.20%
4:15:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	0.08%
4:30:00 AM	4	0	0	2	1	0	0	0	0	0	0	0	0	0	7	0.28%
4:45:00 AM	0	1	0	1	0	1	0	0	0	0	0	0	0	0	3	0.12%
5:00:00 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	0.08%
5:15:00 AM	0	0	1	2	2	1	0	0	0	0	0	0	0	0	6	0.24%
5:30:00 AM	0	1	1	3	5	2	0	0	0	0	0	0	0	0	12	0.47%
5:45:00 AM	0	1	1	4	4	2	0	0	0	0	0	0	0	0	12	0.47%
6:00:00 AM	0	1	3	5	9	2	0	0	0	0	0	0	0	0	20	0.79%
6:15:00 AM	0	0	2	3	2	0	0	0	0	0	0	0	0	0	7	0.28%
6:30:00 AM	2	1	1	12	9	3	1	0	0	0	0	0	0	0	29	1.14%
6:45:00 AM	3	1	3	13	7	2	1	0	0	0	0	0	0	0	30	1.18%
7:00:00 AM	2	2	4	7	12	4	0	0	0	0	0	0	0	0	31	1.22%
7:15:00 AM	1	4	1	14	23	3	1	1	0	0	0	0	0	0	48	1.89%
7:30:00 AM	6	2	0	16	25	9	1	1	0	0	0	0	0	0	60	2.36%
7:45:00 AM	3	4	3	23	31	4	0	0	0	0	0	0	0	0	68	2.68%
8:00:00 AM	8	5	6	12	33	4	0	0	0	0	0	0	0	0	68	2.68%
8:15:00 AM	1	5	5	11	22	7	0	0	0	0	0	0	0	0	51	2.01%
8:30:00 AM	9	2	2	23	13	2	0	0	0	0	0	0	0	0	51	2.01%
8:45:00 AM	3	0	10	19	10	5	0	0	0	0	0	0	0	0	47	1.85%
9:00:00 AM	2	1	2	11	13	3	0	0	0	0	0	0	0	0	32	1.26%
9:15:00 AM	6	2	3	7	10	1	0	0	0	0	0	0	0	0	29	1.14%
9:30:00 AM	0	0	3	10	12	1	0	1	0	0	0	0	0	0	27	1.06%
9:45:00 AM	6	1	6	8	6	1	0	0	0	0	0	0	0	0	28	1.10%
10:00:00 AM	4	1	1	12	7	2	0	0	0	0	0	0	0	0	27	1.06%
10:15:00 AM	2	0	4	6	3	0	1	0	0	0	0	0	0	0	16	0.63%
10:30:00 AM	4	0	5	9	10	3	1	1	0	0	0	0	0	0	33	1.30%
10:45:00 AM	2	6	0	7	10	4	1	0	0	0	0	0	0	0	30	1.18%
11:00:00 AM	1	3	4	16	10	2	0	0	0	0	0	0	0	0	36	1.42%
11:15:00 AM	0	3	3	20	11	2	0	0	0	0	0	0	0	0	39	1.54%
11:30:00 AM	0	2	8	11	8	1	0	0	0	0	0	0	0	0	30	1.18%
11:45:00 AM	4	2	2	8	12	4	0	0	0	0	0	0	0	0	32	1.26%
AM TOTAL	73	54	90	318	329	76	7	4	0	0	0	0	0	0	951	37.47%
PERCENTAGE	7.7%	5.7%	9.5%	33.4%	34.6%	8.0%	0.7%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
CUMULATIVE	73	127	217	535	864	940	947	951	951	951	951	951	951	951		
PERCENTAGE	7.7%	13.4%	22.8%	56.3%	90.9%	98.8%	99.6%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%		

15th Percentile	12	Mean Speed Average	22
50th Percentile	23	10 MPH Pace Speed	20-29
85th Percentile	30	Number in Pace	284
95th Percentile	33	Percent in Pace	30%

SPEED2 Village Center west of Beach. Combined

Project# SC3101

Tuesday, October 12, 2021

PREPARED BY: AimTD 714 253 7888 cs@aimtd.com

Time	5-14	15-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+	TOTAL	%VEHICLES
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15th Percentile	11	Mean Speed Average	21
50th Percentile	22	10 MPH Pace Speed	20-29
85th Percentile	30	Number in Pace	296
95th Percentile	34	Percent in Pace	19%

[illegible]

SPEED2 Village Center west of Beach.**AimTD 714 253 7888 cs@aimtd.com**

AM Period	EB		WB		PM Period		EB		WB	
0:00	0		1		12:00		9		15	
0:15	0		1		12:15		13		31	
0:30	2		2		12:30		9		21	
0:45	0	2	0	4	12:45		12	43	29	139
1:00	0		4		13:00		10		28	
1:15	3		1		13:15		8		14	
1:30	0		1		13:30		14		16	
1:45	1	4	2	8	13:45		12	44	31	133
2:00	1		1		14:00		8		26	
2:15	2		1		14:15		8		35	
2:30	0		0		14:30		10		34	
2:45	0	3	1	3	14:45		17	43	34	129
3:00	1		0		15:00		21		29	
3:15	2		0		15:15		14		31	
3:30	1		1		15:30		11		26	
3:45	1	5	3	4	15:45		13	59	41	127
4:00	2		3		16:00		18		23	
4:15	1		1		16:15		14		30	
4:30	1		6		16:30		11		28	
4:45	2	6	1	11	16:45		19	62	41	122
5:00	0		2		17:00		20		38	
5:15	2		4		17:15		19		25	
5:30	0		12		17:30		15		52	
5:45	2	4	10	28	17:45		28	82	38	153
6:00	5		15		18:00		19		38	
6:15	2		5		18:15		18		34	
6:30	7		22		18:30		7		27	
6:45	5	19	25	67	18:45		16	60	34	133
7:00	7		24		19:00		20		29	
7:15	10		38		19:15		7		26	
7:30	8		52		19:30		12		13	
7:45	16	41	52	166	19:45		8	47	23	91
8:00	14		54		20:00		9		12	
8:15	13		38		20:15		6		20	
8:30	11		40		20:30		3		9	
8:45	15	53	32	164	20:45		5	23	13	54
9:00	11		21		21:00		7		8	
9:15	9		20		21:15		2		16	
9:30	9		18		21:30		3		12	
9:45	4	33	24	83	21:45		5	17	9	45
10:00	7		20		22:00		3		10	
10:15	3		13		22:15		6		11	
10:30	8		25		22:30		4		5	
10:45	12	30	18	76	22:45		3	16	5	31
11:00	11		25		23:00		1		3	
11:15	7		32		23:15		4		7	
11:30	11		19		23:30		1		3	
11:45	8	37	24	100	23:45		0	6	2	15
Total Vol.	237		714		951	502		1085		1587

Daily Totals

EB	WB	Combined
739	1799	2538
PM		
31.6%	68.4%	62.5%
17:00	17:30	17:30
82	162	242
0.73	0.78	0.90

AM

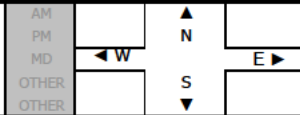
Split %	24.9%	75.1%	37.5%
Peak Hour	7:45	7:15	7:30
Volume	54	196	247
P.H.F.	0.84	0.91	0.91

INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE: Tue, Oct 5, 21	LOCATION: NORTH & SOUTH: EAST & WEST:	Stanton Village Center Parkglen Loop	PROJECT #: SC3101 LOCATION #: 1 CONTROL: STOP E
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NOTES:

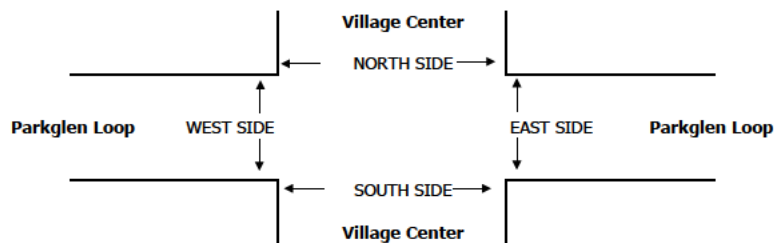


Add U-Turns to Left Turns

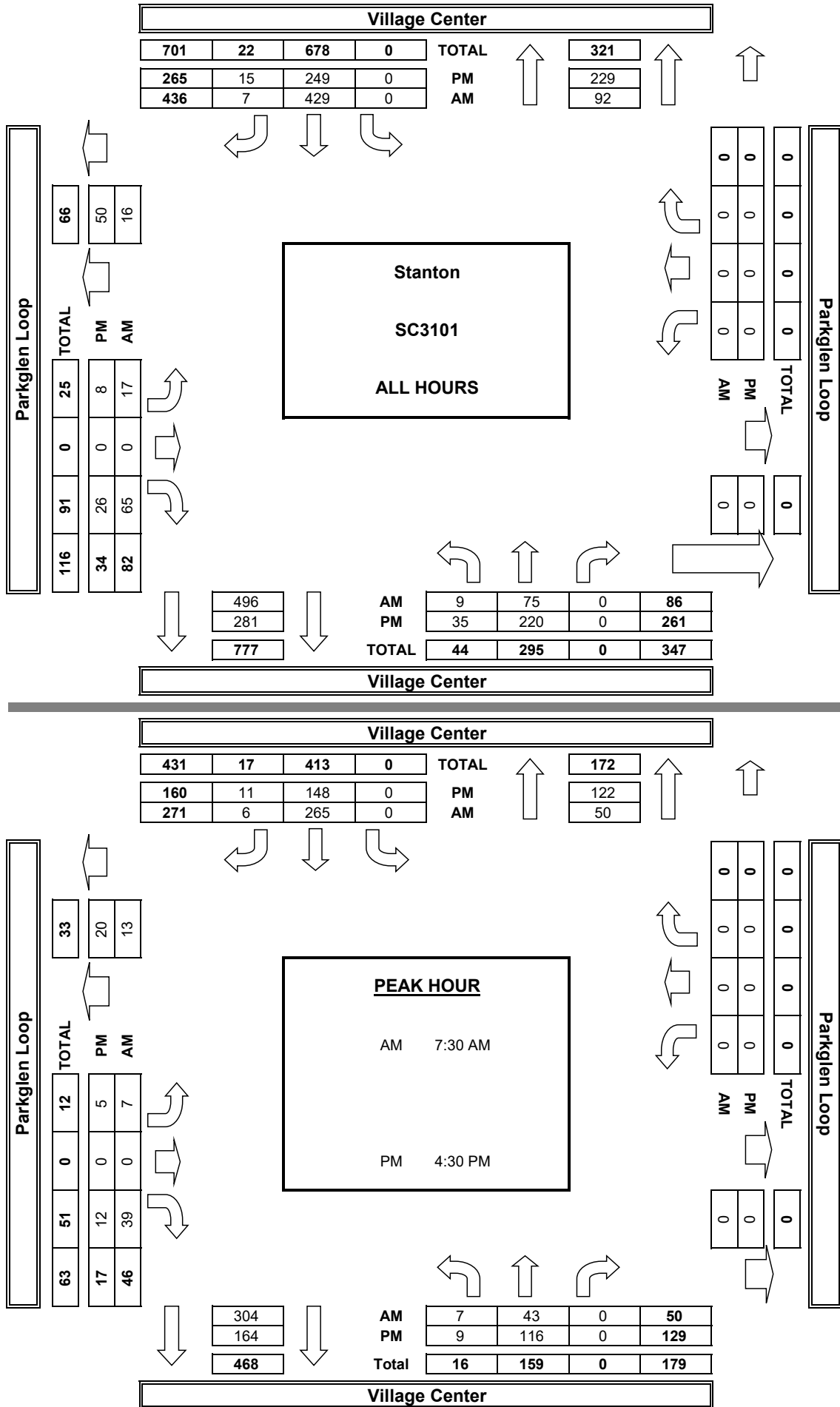
	NORTHBOUND Village Center			SOUTHBOUND Village Center			EASTBOUND Parkglen Loop			WESTBOUND Parkglen Loop			
LANES:	NL 1	NT 2	NR X	SL X	ST 2	SR 0	EL 0	ET X	ER 0	WL X	WT X	WR X	TOTAL
7:00 AM	1	5	0	0	34	1	3	0	5	0	0	0	49
7:15 AM	0	4	0	0	56	0	3	0	10	0	0	0	73
7:30 AM	0	9	0	0	61	4	1	0	8	0	0	0	83
7:45 AM	2	10	0	0	80	0	2	0	14	0	0	0	108
8:00 AM	2	12	0	0	64	1	2	0	11	0	0	0	92
8:15 AM	3	12	0	0	60	1	2	0	6	0	0	0	84
8:30 AM	1	19	0	0	32	0	1	0	7	0	0	0	60
8:45 AM	0	4	0	0	42	0	3	0	4	0	0	0	53
VOLUMES	9	75	0	0	429	7	17	0	65	0	0	0	604
APPROACH %	10%	87%	0%	0%	98%	2%	21%	0%	79%	0%	0%	0%	
APP/DEPART	86	/	92	436	/	496	82	/	0	0	/	16	0
BEGIN PEAK HR	7:30 AM												
VOLUMES	7	43	0	0	265	6	7	0	39	0	0	0	367
APPROACH %	14%	86%	0%	0%	98%	2%	15%	0%	85%	0%	0%	0%	
PEAK HR FACTOR	0.833			0.847			0.719			0.000			0.850
APP/DEPART	50	/	50	271	/	304	46	/	0	0	/	13	0
4:00 PM	5	22	0	0	30	0	0	0	5	0	0	0	62
4:15 PM	7	26	0	0	26	2	1	0	2	0	0	0	64
4:30 PM	3	20	0	0	37	2	0	0	2	0	0	0	64
4:45 PM	4	22	0	0	34	2	3	0	6	0	0	0	71
5:00 PM	0	35	0	0	41	4	0	0	2	0	0	0	82
5:15 PM	2	39	0	0	36	3	2	0	2	0	0	0	84
5:30 PM	3	30	0	0	21	2	2	0	5	0	0	0	63
5:45 PM	11	26	0	0	24	0	0	0	2	0	0	0	63
VOLUMES	35	220	0	0	249	15	8	0	26	0	0	0	560
APPROACH %	13%	84%	0%	0%	94%	6%	24%	0%	76%	0%	0%	0%	
APP/DEPART	261	/	229	265	/	281	34	/	0	0	/	50	0
BEGIN PEAK HR	4:30 PM												
VOLUMES	9	116	0	0	148	11	5	0	12	0	0	0	306
APPROACH %	7%	90%	0%	0%	93%	7%	29%	0%	71%	0%	0%	0%	
PEAK HR FACTOR	0.787			0.889			0.472			0.000			0.911
APP/DEPART	129	/	122	160	/	164	17	/	0	0	/	20	0

U-TURNS				
NB	SB	EB	WB	TTL
0	0	0	0	0
1	0	0	0	1
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
1	0	0	0	1
2	0	0	0	2

1	0	0	0	1
0	0	0	0	0
3	0	0	0	3
1	1	0	0	2
0	0	0	0	0
0	0	0	0	0
1	0	0	0	1
0	0	0	0	0
6	1	0	0	7



AimTD LLC
TURNING MOVEMENT COUNTS



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE: Tue, Oct 5, 21	LOCATION: NORTH & SOUTH: EAST & WEST:	Stanton Village Center Briarglen Loop	PROJECT #: LOCATION #: CONTROL:	SC3101 2 STOP E
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NOTES:	AM PM MD OTHER OTHER	W S N E
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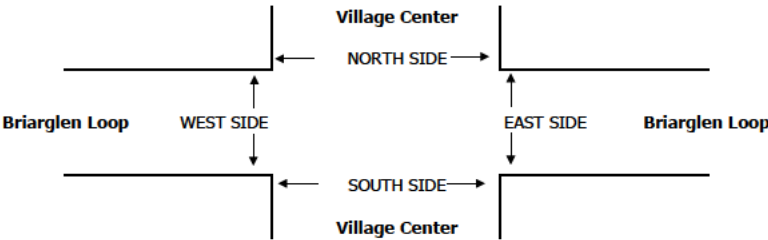
Add U-Turns to Left Turns

	NORTHBOUND Village Center			SOUTHBOUND Village Center			EASTBOUND Briarglen Loop			WESTBOUND Briarglen Loop			
LANES:	NL 1	NT 2	NR X	SL X	ST 2	SR 0	EL 0	ET X	ER 0	WL X	WT X	WR X	TOTAL

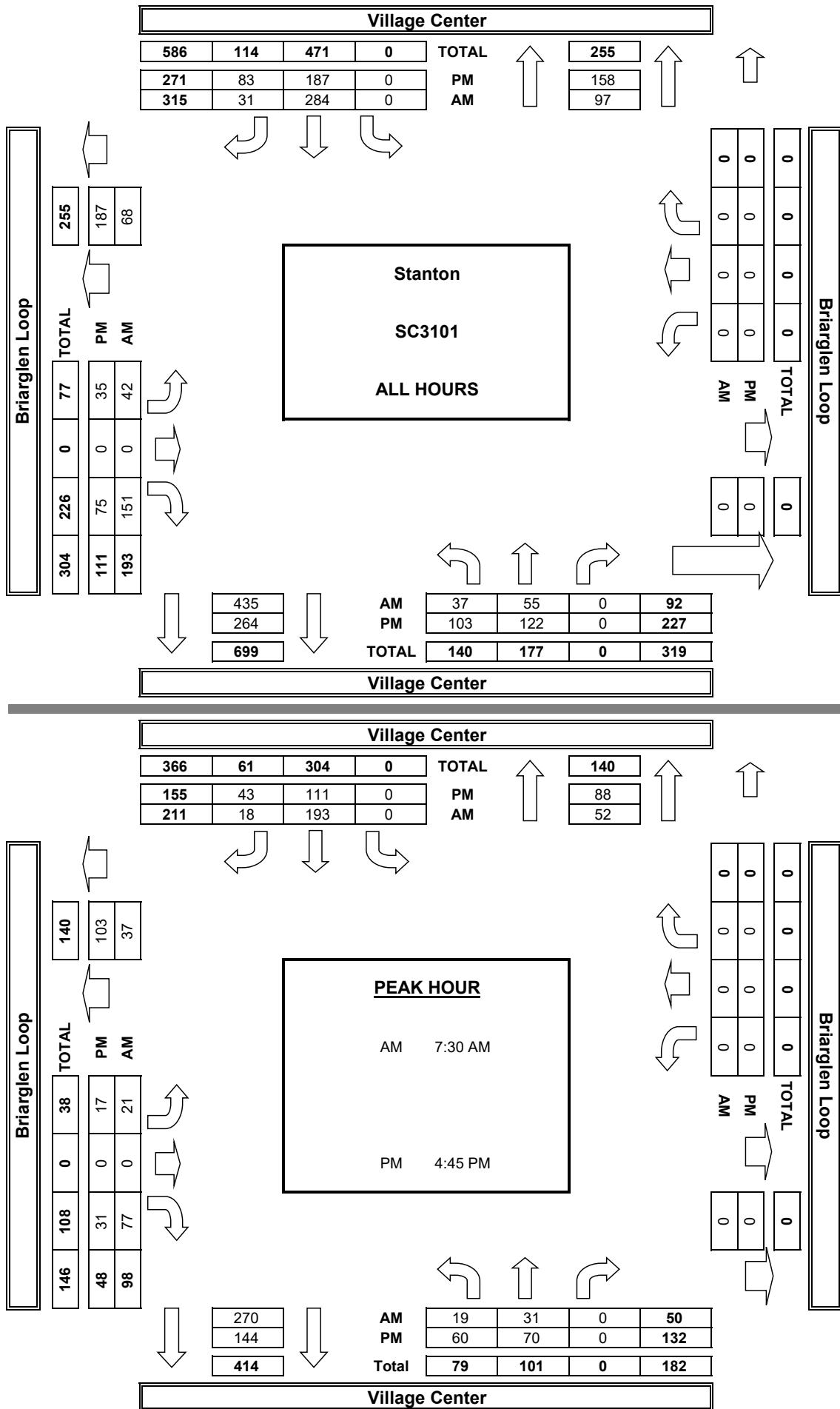
U-TURNS				
NB 0	SB 0	EB 0	WB 0	TTL

AM	7:00 AM	3	5	0	0	12	5	6	0	23	0	0	0	54	
	7:15 AM	4	3	0	0	30	2	6	0	26	0	0	0	71	
	7:30 AM	3	7	0	0	46	1	8	0	19	0	0	0	84	
	7:45 AM	5	7	0	0	58	2	5	0	22	0	0	0	99	
	8:00 AM	2	12	0	0	46	11	5	0	18	0	0	0	94	
	8:15 AM	9	5	0	0	43	4	3	0	18	0	0	0	82	
	8:30 AM	7	13	0	0	19	1	5	0	13	0	0	0	58	
	8:45 AM	4	3	0	0	30	5	4	0	12	0	0	0	58	
	VOLUMES	37	55	0	0	284	31	42	0	151	0	0	0	600	
	APPROACH %	40%	60%	0%	0%	90%	10%	22%	0%	78%	0%	0%	0%		
APP/DEPART	92	/	97	315	/	435	193	/	0	0	/	68	0		
BEGIN PEAK HR	7:30 AM														
VOLUMES	19	31	0	0	193	18	21	0	77	0	0	0	359		
APPROACH %	38%	62%	0%	0%	91%	9%	21%	0%	79%	0%	0%	0%			
PEAK HR FACTOR	0.893			0.879			0.907			0.000			0.907		
APP/DEPART	50	/	52	211	/	270	98	/	0	0	/	37	0		
PM	4:00 PM	12	10	0	0	14	8	6	0	16	0	0	0	66	
	4:15 PM	15	12	0	0	17	7	4	0	11	0	0	0	66	
	4:30 PM	5	15	0	0	30	12	4	0	8	0	0	0	74	
	4:45 PM	21	8	0	0	27	11	6	0	8	0	0	0	81	
	5:00 PM	10	18	0	0	38	7	2	0	7	0	0	0	82	
	5:15 PM	19	22	0	0	29	12	2	0	10	0	0	0	94	
	5:30 PM	10	22	0	0	17	13	7	0	6	0	0	0	75	
	5:45 PM	11	15	0	0	15	13	4	0	9	0	0	0	67	
	VOLUMES	103	122	0	0	187	83	35	0	75	0	0	0	609	
	APPROACH %	45%	54%	0%	0%	69%	31%	32%	0%	68%	0%	0%	0%		
	APP/DEPART	227	/	158	271	/	264	111	/	0	0	/	187	0	
	BEGIN PEAK HR	4:45 PM													
	VOLUMES	60	70	0	0	111	43	17	0	31	0	0	0	335	
	APPROACH %	45%	53%	0%	0%	72%	28%	35%	0%	65%	0%	0%	0%		
PEAK HR FACTOR	0.805			0.842			0.857			0.000			0.891		
APP/DEPART	132	/	88	155	/	144	48	/	0	0	/	103	0		

0	0	0	0	0
0	0	0	0	0
0	0	1	0	1
2	0	0	0	2
0	1	0	0	1
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
2	1	1	0	4



AimTD LLC
TURNING MOVEMENT COUNTS



ORDINANCE NO. 1113

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 10.08.010 OF THE STANTON MUNICIPAL CODE AUTHORIZING ANGLED PARKING ON ALL ROADWAYS WITH CONDITIONS OF IMPLEMENTATION, SPECIFICALLY AUTHORIZING ANGLED PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD, AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City Council of the City of Stanton ("City Council") desires to enhance the quality of life for the driving public in the City of Stanton ("City"). A key element of achieving this goal is bettering on-street parking opportunities, including the use of non-traditional parking configurations; and

WHEREAS, the City Engineer has, after analysis, determined that instituting angled parking may be a feasible solution in some instances, but not all instances. State law, Vehicle Code Section 22503, allows the use of angled parking if the City Council authorizes the same by ordinance. This Ordinance is intended to authorize angled on-street parking, subject to the prior review and recommendation by the City Engineer; and

WHEREAS, this Ordinance is intended to facilitate the prompt implementation of angled parking as a parking improvement solution, and therefore, this Ordinance authorizes future applications of angled parking to be accompanied by a resolution identifying the location of the angled parking and incorporating this comprehensive grant of authority for allowing angled parking within the City; and

WHEREAS, section 10.08.010 of the Stanton Municipal Code contains the current provisions to regulate the establishment of on-street parking areas in the City; and

WHEREAS, the first use of this Ordinance will be the implementation of angled parking on Village Center Drive from the southerly City limit to Beach Boulevard; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Ordinance.

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

SECTION 1: The City Council finds that all the facts, findings and conclusions set forth above in this Ordinance are true and correct.

SECTION 2: The City Council finds that this Ordinance falls within the commonsense exemption to the California Environmental Quality Act ("CEQA") because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Notably, the Ordinance will not result in any construction or development that could have a significant effect on the environment. (State CEQA

Guidelines, § 15061, subd. (b)(3).) Accordingly, this Ordinance, and all parking configurations authorized hereby, are found and determined to be exempt from CEQA. Moreover, the implementation of angled parking on Village Center Drive is additionally categorically exempt from CEQA under the Class 1 and Class 4 exemptions, both of which apply to minor alteration of land or facilities. (State CEQA Guidelines, §§ 15301, 15304.)

SECTION 3: The City Council hereby authorizes angled parking on all public streets, thoroughfares, and rights-of-way within the City, subject to the design and location being expressly approved in and by this Ordinance, or in the future by resolution that conforms to the grant of authorization of this Ordinance; in each instance the design and location of the angled parking must be reviewed and approved by the City Council and the approval is to be memorialized by resolution or subsequent ordinance of the City Council.

SECTION 4: Section 10.08.010 of the Stanton Municipal Code is hereby amended in its entirety and restated to read as follows:

“10.08.010 On-street parking-General requirements.

A. The city engineer is authorized to locate, install, designate, and maintain parking space markings on the public streets where vehicles are authorized to park.

B. Vehicles shall be parked parallel to and adjacent to the curb. If no curb exists, then vehicles shall be parked parallel to the right-of-way line; provided, however, if parking space markings have been placed on the street in a diagonal or other manner, then vehicles shall park in the manner indicated by the markings.

C. Angled parking shall be authorized by ordinance or resolution of the city council, as recommended by the city engineer.

D. When parking space markings have been placed on the street, no vehicle shall be stopped, parked or left standing in a manner or location other than within the parameters of the space markings; and no vehicle shall occupy more than one space.

E. No person shall park or leave standing a vehicle on any street in the city in excess of a consecutive period of seventy-two hours. If a vehicle is parked or left standing upon a street in excess of a consecutive period of seventy-two hours, any member of the city enforcement staff may remove the vehicle from the street in the manner and subject to the requirements of Section 22651 of the California Vehicle Code. This subsection (D) of Section 10.08.010 shall not apply to vehicles covered under Section 10.08.080 of this Code. Oversized vehicles covered by Section 10.08.080 shall be subject to the regulations provided in Section 10.08.080.

F. No vehicle shall be parked in or on any alley in the city.”

SECTION 5: The initial implementation of angled parking shall be of the design and location as shown on Exhibit A hereto and incorporated herein by reference, excepting minor modifications as may be required by the City Engineer.

SECTION 6: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 7: The City Clerk shall certify to the adoption of this Ordinance and cause same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, AND ADOPTED this 9th day of November, 2021.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

HONGDAO NGUYEN, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1113 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 26th day of October, 2021 and was duly adopted at a regular meeting of the City Council held on the 9th day of November, 2021, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

RESOLUTION NO. 2021-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA,
TO RESTRICT OVERNIGHT PARKING ON VILLAGE CENTER DRIVE FROM THE
SOUTHERLY CITY LIMIT TO BEACH BOULEVARD**

WHEREAS, pursuant to California Vehicle Code section 22507, the City Council has the authority to adopt a resolution that prohibits or restricts parking during all or certain hours of the day; and

WHEREAS, pursuant to California Vehicle Code section 22651 and Stanton Municipal Code section 10.08.020, any vehicle parked in violation of such a resolution may be towed away and impounded; and

WHEREAS, on September 28, 2021 and October 26, 2021, the City Council conducted and concluded a duly noticed public hearing at which oral and written presentations were made and received; and

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

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

SECTION 1: The City Council finds that all the facts, findings and conclusions set forth above in this Ordinance are true and correct.

SECTION 2: The City Council finds that this Resolution will not have a significant effect, adverse or otherwise, on the environment pursuant to the California Environment Quality Act ("CEQA") Guidelines Section 15061(b)(3); therefore, this resolution is found and determined to be not subject to analysis under the California Environment Quality Act of 1970, as amended, or the State CEQA Guidelines.

SECTION 3: The City shall prohibit parking along the entire length of Village Center Drive within the City limits between the hours of 2:00 a.m. and 6:00 a.m., seven days a week.

SECTION 4: The City may cite and/or tow any vehicle found to be in violation of this parking restriction in the manner and subject to the requirements of California Vehicle Code section 22651.

SECTION 5: The City Engineer is directed to place signs on such areas of Village Center Drive consistent with the restrictions of this Resolution.

SECTION 6: The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 26th day of October, 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-35 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 October 26, 2021 and that the same was adopted, signed and approved by the following vote to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

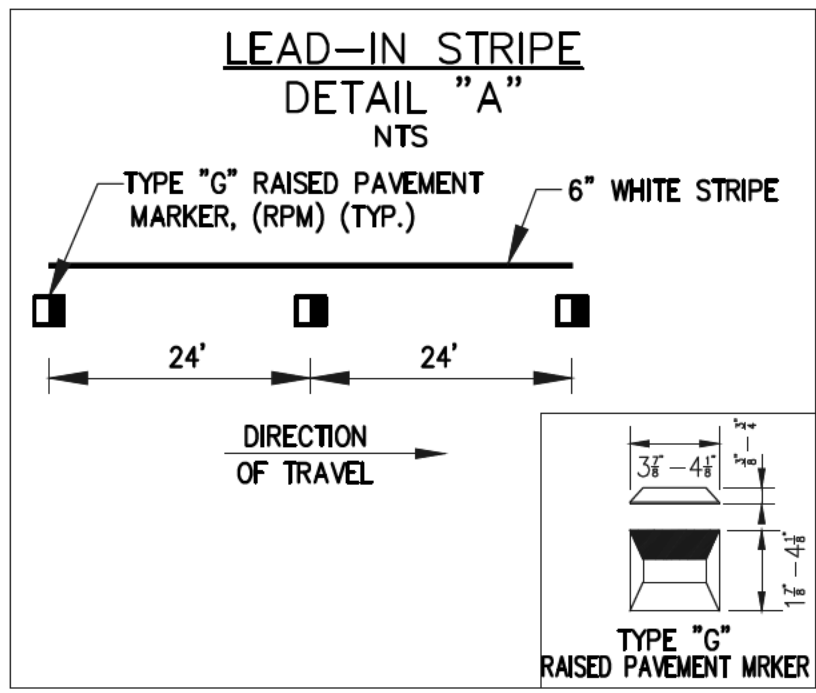
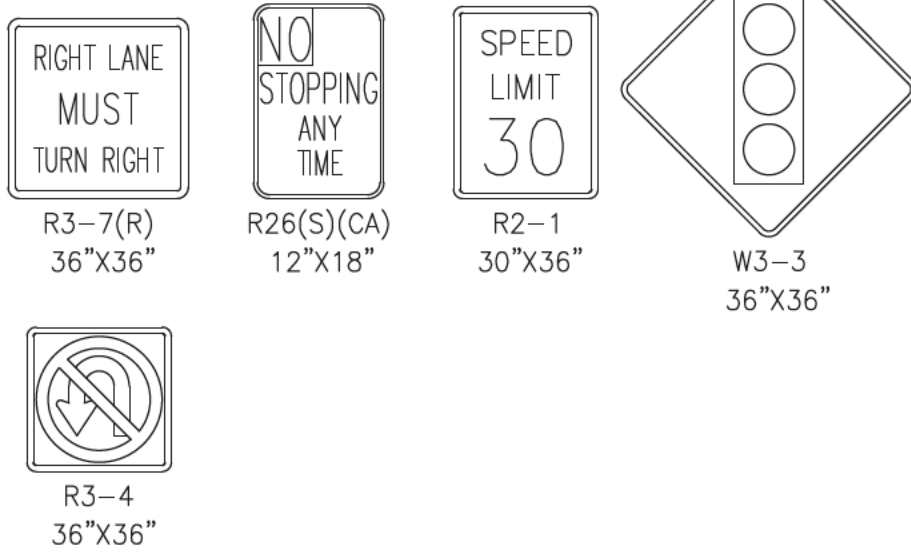
PATRICIA A. VAZQUEZ, CITY CLERK

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

GENERAL SIGNING & STRIPING NOTES:

1. TRAFFIC SIGNING AND STRIPING, LEGENDS AND DELINEATOR SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV. 3, THE 2018 STANDARD PLANS AND THE 2018 STANDARD SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. PAVEMENT LEGEND, ARROWS, MARKINGS, STRIPING, DELINEATION, AND SIGNS SHALL COMPLY WITH CALTRANS STANDARDS.
2. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT LEGENDS AND MARKING SHALL MATCH CALTRANS STENCILS.
3. ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CALTRANS ENGINEERS. NOTE: ANY SHADOWING OR GHOSTING DUE TO THE GRINDING/REMOVAL OF EXISTING STRIPING AND/OR PAVEMENT MARKERS SHALL BE COVERED BY THE APPROPRIATE SEAL COAT TO PRE-EXISTING CONDITION.
4. UPON FINAL ROLLING OF NEW PAVEMENT LINES SHALL BE CAT TRACKED TO THE SATISFACTION OF THE CITY ENGINEER AND CALTRANS. CAT TRACKING SHALL BE MAINTAINED UNTIL STRIPING WORK BEGINS.
5. FIRST STRIPING COAT SHALL BE GALVANIZED STEEL, EASY ERECT BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL, UNLESS OTHERWISE NOTED. SIGN SHALL BE MOUNTED ON STREET LIGHT POLES WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
7. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
8. ALL LANE WIDTHS SHALL BE MEASURED FROM THE CENTERLINE OF THE STRIPING TO CURB OR EDGE OF PAVEMENT
9. ALL NEW STRIPING AND PAVEMENT MARKINGS MUST BE THERMOPLASTIC.
10. ALL WORK WITHIN THE STATE RIGHT-OF-WAY SHALL CONFORM TO THE HIGHWAY DESIGN MANUAL 6TH EDITION CHASE 07/02/18 OR LATEST EDITION AT TIME OF CONSTRUCTION.
11. ALL WORK WITHIN THE STATE RIGHT-OF-WAY SHALL CONFORM TO THE AMERICAN DISABILITIES ACT (AS EXPRESSED IN DESIGN INFORMATION BULLETIN 82-06).
12. ALL WORK WITHIN THE STATE RIGHT-OF-WAY SHALL CONFORM TO THE 2018 CALTRANS STANDARD PLANS AND SPECIFICATION. ANY STATE FACILITIES DAMAGED DURING AND WITHIN THIS PROJECT SHALL BE RESTORED AND/OR RECONSTRUCTED PER CALTRANS STANDARDS.
13. ALL SIGNS SHALL BE 3M DIAMOND REFLECTIVE SHEETING.

SIGN LEGEND:



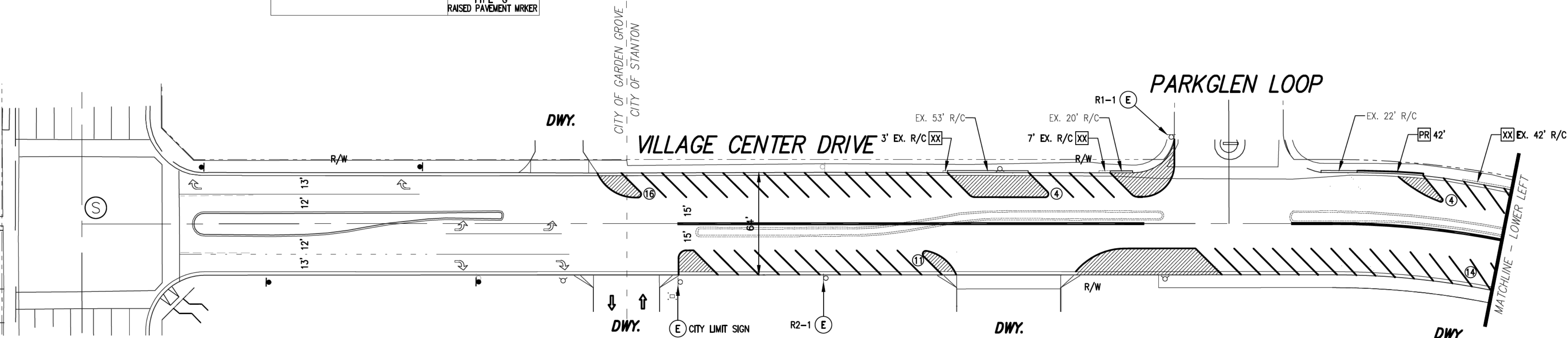
ABBREVIATIONS:

- DWY — DRIVEWAY
BLVD — BOULEVARD
EX. — EXISTING
ID. — IDENTIFICATION
MPH — MILES PER HOUR
MIN. — MINIMUM
OCTA — ORANGE COUNTY TRAFFIC AUTHORITY
R/C — RED CURB
R/W — RIGHT OF WAY
SR — STATE ROUTE
TYP. — TYPICAL
TEMP. — TEMPORARY
NTS. — NOT TO SCALE
S — SIGNALIZED INTERSECTION

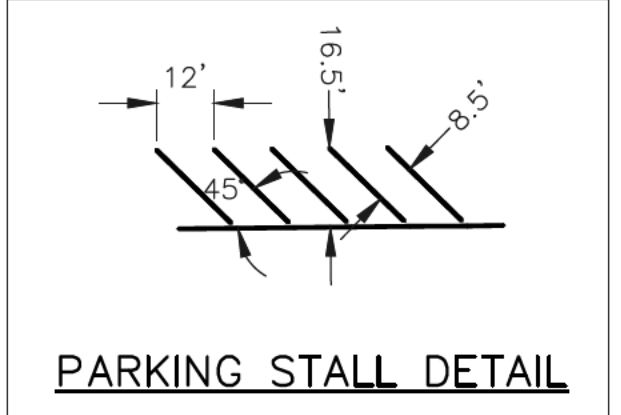
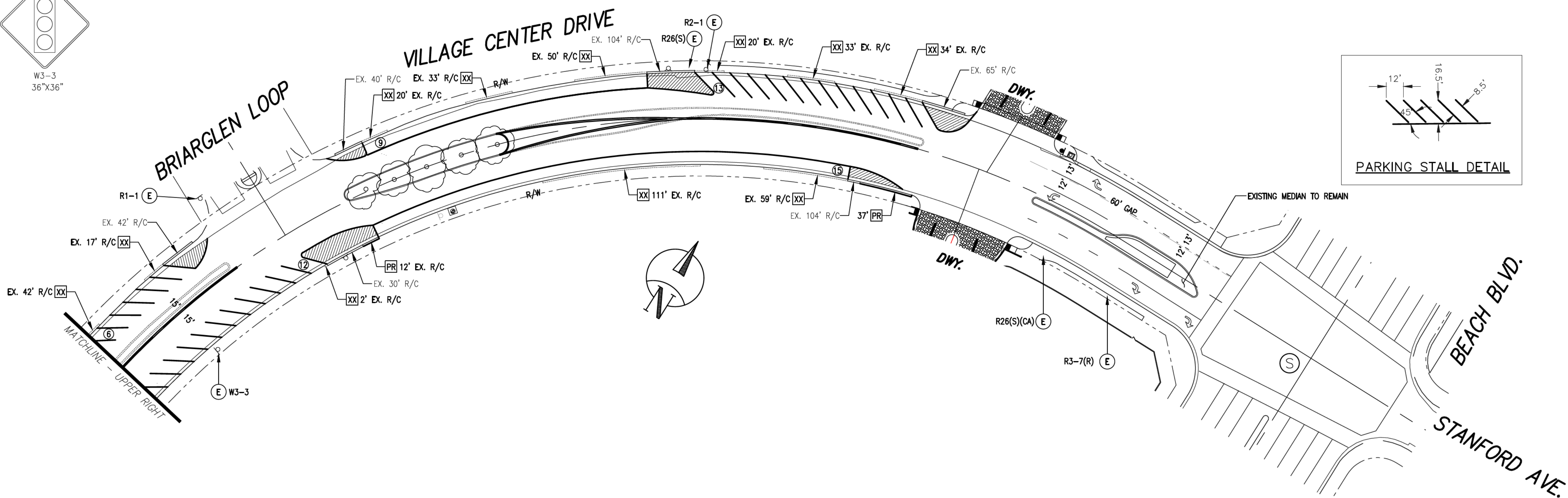
SIGNING AND STRIPING CONSTRUCTION NOTES:

(E)	EXISTING SIGN TO REMAIN.
(IS)	INSTALL SIGN AND POST.
(PK)	PAINT 4" WHITE PARKING STALL MARKINGS.
(PM)	INSTALL THERMOPLASTIC PAVEMENT MARKING AS SHOWN PER LATEST CA-MUTCD STANDARDS AND ALL REVISIONS.
(PR)	PAINT CURB RED.
(XX)	REMOVE CONFLICTING STRIPING OR MARKINGS BY WET SANDBLASTING PROCESS PER 2018 REVISED CALTRANS STANDARDS.
(P6)	INSTALL 6" SOLID WHITE LANE LINE STRIPE.
(38)	INSTALL THERMOPLASTIC 8" WHITE CHANNELIZING LANE LINE STRIPE PER CALTRANS STD. PLAN A200 — DETAIL 38.








GARDEN GROVE BLVD.



104 PARKING SPACES
24 PARALLEL STANDARD STALLS
80 STANDARD STALLS AT 45 DEGREES



SCALE: 1" = 40'

 Know what's below. Call before you dig.	<table><tr><th>DATE</th><th>BY</th><th>MARK</th></tr><tr><td></td><td></td><td></td></tr></table>	DATE	BY	MARK				<table><tr><th>REVISIONS</th></tr><tr><td></td></tr></table>	REVISIONS		<table><tr><th>APPR.</th><th>DATE</th></tr><tr><td></td><td></td></tr></table>	APPR.	DATE			<table><tr><td>DRAWN BY: SZ DATE: 10/28/19</td><td rowspan="4">CITY OF STANTON APPROVED BY: CITY ENGINEER City File Number: _____</td><td rowspan="4"></td><td rowspan="4"> TJW ENGINEERING, INC. Traffic Engineering & Transportation Planning Consultants 9841 Irvine Center Dr., Suite 200, Irvine, CA 92618 t: (949) 878-3509 f: (949) 878-3593 www.tjwengineering.com</td><td rowspan="4">CITY OF STANTON SIGNING AND STRIPING PLAN VILLAGE CENTER DRIVE FROM GARDEN GROVE BLVD. TO BEACH BLVD.</td><td rowspan="2">SHEET NO. 1</td></tr><tr><td>DESIGNED BY: SZ DATE: 10/28/19</td></tr><tr><td>CHECKED BY: JC DATE: 10/30/19</td><td>THOMAS JOSEPH WHEAT R.C.E. No. 69467 Exp. 6/30/22</td><td>OF 1 SHTS</td></tr><tr><td>RECOMMENDED BY: TJW DATE: 10/31/19</td><td></td></tr></table>	DRAWN BY: SZ DATE: 10/28/19	CITY OF STANTON APPROVED BY: CITY ENGINEER City File Number: _____		 TJW ENGINEERING, INC. Traffic Engineering & Transportation Planning Consultants 9841 Irvine Center Dr., Suite 200, Irvine, CA 92618 t: (949) 878-3509 f: (949) 878-3593 www.tjwengineering.com	CITY OF STANTON SIGNING AND STRIPING PLAN VILLAGE CENTER DRIVE FROM GARDEN GROVE BLVD. TO BEACH BLVD.	SHEET NO. 1	DESIGNED BY: SZ DATE: 10/28/19	CHECKED BY: JC DATE: 10/30/19	THOMAS JOSEPH WHEAT R.C.E. No. 69467 Exp. 6/30/22	OF 1 SHTS	RECOMMENDED BY: TJW DATE: 10/31/19	
		DATE	BY	MARK																								
REVISIONS																												
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CHECKED BY: JC DATE: 10/30/19					THOMAS JOSEPH WHEAT R.C.E. No. 69467 Exp. 6/30/22	OF 1 SHTS																						
RECOMMENDED BY: TJW DATE: 10/31/19																												
TJW ENG. FILE NUMBER: FRO-21-001																												

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 26, 2021

SUBJECT: PROFESSIONAL SERVICES AGREEMENT TO PROVIDE SOLID WASTE MANAGEMENT CONSULTING SERVICES

REPORT IN BRIEF:

In September, City staff released a "Request for Proposal" (RFP) soliciting proposals to provide professional, solid waste management consulting services in accordance with the City's Purchasing Policy and Procedures. City staff pre-qualified and sent the RFP to three firms. City staff recommends entering into a three (3) year agreement with MSW Consultants through June 30, 2024 in the amount of \$284,060, excluding CPI adjustments as provided for in the City's standard agreement. The total cost to the City will be dependent on the tasks needed during the life of the agreement.

RECOMMENDED ACTIONS:

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a "project" as defined by section 15378 of the CEQA guidelines; and
2. Award a contract for professional civil engineering services to MSW Consultants to provide professional solid waste management consulting services for a maximum contract amount of \$284,060, excluding CPI adjustments as provided for in the City's standard agreement; and
3. Authorize the City Manager, with the concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton.

BACKGROUND:

SB 1383 (Lara, Chapter 395, Statutes of 2016) is the most significant waste reduction mandate to be adopted in California in the last 30 years. SB 1383 requires the State to collectively reduce organic waste (food waste, green waste, paper products, etc.) disposal by 75% by 2025. In other words, the State must reduce organic waste disposal by more than 20 million tons annually by 2025.

The law also requires the State to increase edible food recovery by 20 percent by 2025. This has significant policy and legal implications for the state and local governments. SB 1383 establishes a statewide target and not a jurisdiction organic waste recycling target. Given that it is a statewide target and there are not jurisdiction targets, the regulation requires a more prescriptive approach (this is different than AB 939). As part of SB 1383, jurisdictions are required to adequately provide resources for these programmatic elements:

1. Provide organic waste collection services to all residents and businesses. All organic waste, including green waste, wood waste, food waste and paper waste, must be collected and diverted for recycling. Containers must eventually be changed out to prescribed colors (any shade of grey or black for trash, green for organic waste and blue containers for traditional recyclables). By January 1, 2022, all containers must have new instruction labels meeting State law. Stanton is already well-positioned for compliance with this aspect of the law. CR&R introduced organics recycling services to residents and businesses in 2016, and CR&R indicated they have a plan in place to relabel containers in compliance with the law.
2. Establish an edible food recovery program for all Tier 1 and 2 commercial food generators, and require the food generators to participate in edible food recovery programs. This requires:
 - a. Ensuring edible food that can be recovered is recovered and diverted to edible food recovery organizations;
 - b. Food recovery organizations have enough capacity and collection services;
 - c. Ensuring all Tier 1 and 2 commercial food generators participate in the program. Tier 1 and 2 food generators include restaurants with 250+ seats or 5,000+ sq. ft., grocery stores greater than 10,000 sq. ft, supermarkets of any size, hotels with on-site food facilities and 200+ rooms, schools with cafeterias, large venues, and special events.

The City is behind on this requirement and must perform outreach to edible food generators. This requires assistance from the solid waste management services consultant. This requirement takes effect January 1, 2022.

3. Conduct education and outreach to all generators of solid waste and recyclable materials. This will require education to be provided to all generators. When applicable, education may need to be provided in Spanish and other languages, including Vietnamese. The City is behind on this requirement and must perform outreach to all generators. This requirement takes effect January 1, 2022.
4. Procure mandatory minimum levels of compost (for use at City facilities, parks, and open spaces), renewable gas (used for transportation fuels, electricity, heating applications, or pipeline injection), and/or electricity from biomass conversion produced from organic waste. The City has yet to establish the minimum quantities of these types of renewables. However, the Orange County Sanitation District estimates the City needs to purchase approximately 3,050 tons of compost to comply with this requirement if the City wants to meet this requirement solely on the basis of compost purchases. This requirement takes effect January 1, 2022.

5. Monitor compliance and conduct enforcement with SB 1383. Monitoring and education of resident and business participation in mandatory organics recycling must begin January 1, 2022. Enforcement actions must start January 1, 2024. Therefore, an “organics ordinance” must be adopted prior to December 31, 2022. The City Attorney’s office is working with Public Works on drafting the ordinance. The ordinance will be presented to City Council in November 2021. Monitoring and compliance also extends to the City’s waste hauler. Therefore, the City must monitor CR&R’s diversion of recyclable materials from the landfills, in accordance with State laws.

Unfortunately, the existing contract is not set up for compliance with SB 1383. The existing CR&R contract places the burden on the City to perform most outreach, implementation, and compliance monitoring duties. City staff met with CR&R management in September 2021, and CR&R management admitted revisions are needed to the existing service contract to provide SB 1383-compliant services.

Given most requirements of SB 1383 take effect January 1, 2022, City staff believes it is in the City’s best interests to have a consultant ready to perform any duties or responsibilities that CR&R cannot or does not wish to perform, and to help the City with negotiating an amendment to the existing CR&R contract including an analysis of any proposed fees for compliance.

The City had a solid waste management consulting services contract with EcoNomics which expired June 30, 2021. EcoNomics assisted City staff with tasks such as annual reporting to the State, performing recycling outreach to businesses, and ensuring the City’s compliance with State recycling laws. The old contract amount was \$15,000 per year.

With the existing contract expiring and the deadline for extensive, new SB 1383 requirements approaching, City staff sent a request for proposal (RFP) to three qualified firms: HF&H Consultants, MSW Consultants, and EcoNomics.

The request for proposals included several new tasks needed to comply with SB 1383. Specific items requested in the proposal include:

- Review and provide language if required to amend the Solid Waste Franchise Agreement as needed to meet the requirements of SB 1383.
- Negotiate and calculate CR&R rates/compensation for any new programs subject to SB 1383.
- Analyze the impact to solid waste customer fees for any new programs subject to SB 1383.
- Develop, maintain, and monitor necessary Collection and Processing program(s) including financial impacts to meet SB 1383 compliance. Describe and identify any barriers encountered in the implementation of the programs.
- In collaboration with City’s trash hauler, identify businesses, multi-family units and single-family residential homes that would be affected by implementation of the

program(s) as required by SB 1383.

- Develop measurable compliance reporting methods to collect, review and maintain data for reporting compliance under SB 1383.
- Propose ordinance and municipal code revisions, notices, and enforcement provisions, including a structure for fines and penalties for non-compliance of programs.
- Analyze the City's Food Scrap Collection & Recycling Program and determine adequacy to support compliance with SB 1383 requirements.
- Develop and implement an inspection and compliance program to meet SB 1383 requirements.
- Prepare, implement and/or review public outreach and education materials, including social media, websites and assist with or be present at public or community meetings to explain implementation of programs.
- In collaboration with City and non-profit organization(s), implement an edible food recovery program.
- Assist the City with ALL reporting requirements to CalRecycle.
- Chair site and/or office meetings, prepare and distribute agendas and minutes identifying project status, completed work and forecast.
- Assist and apply for any grant funding opportunities and incentives for new infrastructure.
- Include value added service or services that may have been omitted to help reach compliance and provide exceptional customer service to our businesses and residents.

Unfortunately, many of these items amount to unfunded State mandates and must be absorbed by the City. However, other cities have successfully negotiated new solid waste agreements or amendments requiring the solid waste hauler to fund SB 1383 compliance costs. Such costs were distributed in new service fees passed along to customers. But, until the existing solid waste franchise agreement is renegotiated to provide for reimbursement of these expenses, these added costs will need to be absorbed by the City's general fund.

ANALYSIS/JUSTIFICATION:

City staff received proposals from two of the three consultants solicited: HF&H Consultants and MSW Consultants. EcoNomics declined to provide a proposal due to workload. City staff reviewed the proposals and found MSW Consultants to have written the best proposal addressing the key requirements in the RFP. While new to Stanton, MSW Consultants successfully provides similar services to other cities in Southern California with CR&R solid waste agreements.

MSW Consultants' initial first year cost proposal of \$119,580 and is within City staff's expectations for the list of consultant services presented. Cost proposals for years 2 and 3 are each \$82,240, respectively, based on a reduced scope of work after the initial ramp-up of programs for the first year to comply with SB 1383 deadlines. The draft agreement allows the rates in years 2 and 3 to be adjusted each year in accordance with the March

Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%). Accordingly, City staff recommends entering into a three-year contract with MSW Consultants for these services beginning November 1, 2021 and continuing until October 31, 2024.

FISCAL IMPACT:

The total cost to the City will be dependent on the specific tasks needed during the life of the agreement, and if the City is successful in getting CR&R to pay for these services during the franchise agreement renegotiation. The fiscal year 2021-2022 budget includes \$25,000 for solid waste consulting services. Staff will return to City Council with the appropriate adjustments mid-year if our negotiations with CR&R are unsuccessful.

ENVIRONMENTAL IMPACT:

The action requested in this report is not categorized as a project, and therefore, categorically exempt under the California Environmental Quality Act.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4 – Ensure fiscal stability and efficiency in governance.

Prepared by:

/s/ Joe Ames

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

Concur:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- 1) Solid Waste Management Consulting Services Request for Proposal (RFP)
- 2) MSW Consultants Proposal for Services
- 3) MSW Fee Proposal

REQUEST FOR PROPOSALS (RFP)

FOR

Solid Waste Management Consulting Services



City of Stanton

Public Works & Engineering

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | stanton@ci.stanton.ca.us

Approved for Advertising:

A handwritten signature in black ink, appearing to read "Joe Ames".

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

Director of Public Works/City Engineer

james@stantonca.gov

(714) 890-4203

KEY RFP DATES (Subject to change):

Release of RFQ:	9/16/2021
Qualification Responses are due:	10/11/2021
Qualification Evaluation Completed:	10/18/2021
Start of Services:	11/8/2021

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SECTION I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton, Department of Public Works, is seeking a qualified firm to assist in meeting the requirements of the Short-Lived Climate Pollutants Reduction Act (SB 1383) as well as other state mandated regulations related to organics recycling for the City's Solid Waste Disposal and Recycling Program.

In September 2016, the Governor signed SB 1383 establishing methane emissions reduction targets in a statewide effort to reduce emissions of "short-lived climate pollutants." Since organic waste disposal in landfills is a primary generator of methane emissions, CalRecycle has a responsibility to significantly reduce the disposal of organics in landfills. SB 1383 requirements will cover all forms of organic waste within the waste stream and establishes ambitious targets for organic disposal reduction. This includes a 50% reduction in organics waste disposal from 2014 level by 2020 and a 75% reduction statewide of organic waste by 2025 and a 20% increase in edible food recovery by 2025

Proposals must conform to the requirements of this RFP and must be submitted in a sealed envelope, to the Department of Public Works no later than **5:00 p.m., on October 11, 2021**. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The city alone, using criteria determined by the city, will select the qualified candidate.

The successful consultant will be required to enter into an agreement with the city, which will include the requirements of this RFP as well as other requirements to be specified at a later date. By submitting a proposal, the consultant agrees to all the terms of this RFP.

Direct any questions to Joe Ames, City Engineer, (714) 890-4203, or via email at: james@stantonca.gov.

SECTION II. PROJECT BACKGROUND

The City of Stanton has a Solid Waste Franchise Agreement with CR&R Environmental Services to provide exclusive solid waste collection services within the City. The Solid Waste and Recycling Program is responsible for managing the collection, disposal, and billing of solid waste to 3,814 residential, 203 multi-family, 393 commercial, and 6 city customers. CR&R Environmental Services direct bills all customers and manages special services.

SECTION III. SCOPE OF SERVICES

The consultant shall assist with development and program implementation to meet requirements outlined in SB 1383 as well as other state mandated organic regulations. Programs will be coordinated with selected consultant, City staff and the City's solid waste franchise hauler, CR&R Environmental Services, and non-profit

organizations. The Consultant is expected to establish and maintain a close working relationship with City Staff throughout each phase of the assigned projects.

Services shall include but not limited to the following:

- Review and provide language if required to amend the Solid Waste Franchise Agreement as needed to meet the requirements of SB 1383.
- Negotiate and calculate CR&R Environmental Services rates/compensation for any new programs subject to SB 1383.
- Analyze the impact to solid waste customer fees for any new programs subject to SB 1383.
- Develop, maintain, and monitor necessary Collection and Processing program(s) including financial impacts to meet SB 1383 compliance. Describe and identify any barriers encountered in the implementation of the programs.
- In collaboration with City's trash hauler, identify businesses, multi-family units and single-family residential homes that would be affected by implementation of the program (s) as required by SB 1383.
- Develop measurable compliance reporting methods to collect, review and maintain data for reporting compliance under SB 1383.
- Propose Ordinance and Municipal Code revisions, notices, and enforcement provisions, including a structure for fines and penalties for non-compliance of programs.
- Analyze the City's Food Scrap Collection & Recycling Program and determine adequacy to support compliance with SB 1383 requirements.
- Develop and implement an inspection and compliance program to meet SB 1383 requirements.
- Prepare, implement and/or review public outreach and education materials, including social media, websites and assist with or be present at public or community meetings to explain implementation of programs.
- In collaboration with City and non-profit organization(s), implement an edible food recovery program.
- Assist the City with ALL reporting requirements to CalRecycle.
- Chair site and/or office meetings, prepare and distribute agendas and minutes identifying project status, completed work and forecast.
- Assist and apply for any grant funding opportunities and incentives for new infrastructure.
- Include value added service or services that may have been omitted to help reach compliance and provide exceptional customer service to our businesses and residents.

SECTION IV. SUBMISSION REQUIREMENTS

Four (4) copies of the Services Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:

PRESENTATION

Consultants must submit their proposals as set forth below:

- Proposals shall be sized to 8 1/2" x 11" sheets
- Proposers should not include any unnecessarily elaborate promotional material

- Lengthy narrative is discouraged and proposals should be brief, clear and concise

LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Joe Ames, Director of Public Works/City Engineer, and at a minimum, must contain the following information:

- Identification of the proposing consultant who will have contractual responsibility with the City of Stanton. Identification shall include legal name of company, corporate address, telephone number and e-mail address of the contact person identified during the period of proposal evaluation.
- A statement representing that the consultant has thoroughly examined and become familiar with the work required in this Request for Proposal (RFP) and that it is capable of performing quality work to achieve the objectives of the City of Stanton, Public Works Department.
- Acknowledgment of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.
- Complete and submit the "Proposal Acknowledgement Form" as presented in ATTACHMENT B.

PROPOSAL

The Proposal shall consist of the following sections:

1. Qualifications, Relevant Experience and References

This section of the proposal shall establish the ability of the Consultant to satisfactorily perform the required work by reasons of:

- Experience in performing work of a similar nature to the required services shown in Section II, "Scope of Work"
- Proven competence in the services to be provided; strength and stability of the firm
- Staffing capacity
- Current workload
- Track record of meeting schedules on similar projects and supportive client references

This section shall, at a minimum:

- Provide a brief profile of the Consultant's firm, including the types of services offered; the year founded; type of organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees.

- Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Consultant's ability to provide these services.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to the City.
- Describe specialized training, experience and professional competence in the area directly related to this RFP.
- Identify sub-consultants by company name, address, contact person, telephone number, e-mail address and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.
- Provide a minimum of three (3) references for completed work similar to the required services shown in Section II, "Scope of Work." Furnish the contact name, title, address, telephone number and e-mail address of the person at each client agency/organization who is most knowledgeable about the work performed.

2. Proposed Team

This section of the proposal shall establish the method that will be used by the Consultant to provide requested services as well as identify key personnel assigned.

This section shall:

- Furnish brief resumes (two pages maximum per resume) for the proposed Project Manager and key personnel (including sub-consultants).
- Include a statement that key personnel will be available to the extent proposed for the duration of the required services acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City of Stanton.

3. Project Understanding

Consultant shall provide an overview of the project and a detailed narrative of the project approach, methodology and services the Consultant will employ to complete the project.

4. Scope of Services

Consultant shall provide a detailed Scope of Services demonstrating the Consultant's understanding of the City of Stanton's needs and requirements. The Scope of Services shall be by phase and task, and shall include deliverables for each task and/or phase, if appropriate.

5. Exceptions and Deviations

Consultant shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where

the Consultant wishes to propose alternative approaches to meeting the City of Stanton's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in ATTACHMENT A, "Sample Agreement for Professional Services."

6. Schedule

Consultant shall provide a schedule for the performance of the project, by phases and tasks.

7. Proposal Acknowledgement Form

Consultant shall complete and submit ATTACHMENT B, "Proposal Acknowledgement" form with the proposal package. Failure to submit this signed form will result in disqualification of the Consultant's Proposal.

8. Separate Fee Proposal

Consultant shall provide a separate fee proposal in a separate sealed envelope. Provide hourly rates, titles of personnel, and estimated hours for each task with subtotals adding up to a not-to-exceed grand total. Include a reimbursables budget for any reproduction, mileage, mailing, etc. Be sure to state any assumptions on which estimated hours are based (e.g. number of meetings). Additional information can be found under SECTION X. PAYMENT TO CONSULTANT, below.

SECTION V. SELECTION CRITERIA

Submitted proposals will be evaluated based on the following factors:

1. Ability to perform the services outlined in the Scope of Work
2. Qualifications of the specific individuals who will provide the services
3. The specific method and techniques to be employed on the project to demonstrate expertise in project management
4. Amount of time and involvement of key personnel and titles of those involved in respective portions of the project
5. Reasonableness of the fee requested to perform the work
6. Demonstrated record of success and positive remarks on current or previous work performed for other municipalities or enterprises

SECTION VI. SELECTION PROCESS

Selection of the consultant will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5. stating that selection of professional services is made based on competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the consultant is complete.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The city may reject any proposal if it is conditional, incomplete or contains

irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract.

The successful consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within said ten (10) days shall be just cause for the City to contract with the next responsible consultant. The city may select multiple firms and or consultants to perform on call work based on availability of consultants and need for an inspector.

SECTION VII. SUBMISSION DEADLINE

In order to be considered, the Consultant must submit four (4) copies of the Service Proposal and one (1) copy of the Fee Proposal in a separate envelope to the following office:

Attention: Joe Ames, P.E., T.E.
Director of Public Works / City Engineer
City of Stanton
Department of Public Works
7800 Katella Avenue
Stanton CA 90680-3162

The proposal must be received at the above office no later than the date listed on the cover.

There is no expressed or implied obligation for City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or propriety will be ineffective and will be disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly, and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the City.

SECTION VIII. REQUEST FOR ADDITIONAL INFORMATION

All questions and/or inquiries regarding this RFP shall be submitted **in writing by email** and directed to:

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

City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
E-mail: james@stantonca.gov

SECTION IX. TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this work shall be obtained at the sole expense of the consultant.

SECTION X. PAYMENT TO CONSULTANT

This work is to be performed for a “Not-to-Exceed Fixed Fee.”

The Consultant shall provide a “Payment Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Fixed Fee” which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed as identified in the Payment Schedule.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

Sub-categorization of task is permitted to better define the task for payment.

Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the “Not-to-Exceed Fixed Fee.”

All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.

The City will pay the Consultant for all acceptable services rendered in accordance with the “Agreement for Professional Consultant Services.”

When the Consultant is performing, or is requested to perform, work beyond the scope of service in the “Agreement for Professional Consultant Services,” an amendment to the agreement will be executed between the City and Consultant.

Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant’s proposal.

SECTION XI. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY

Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$500,000.

D. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits no less than \$1,000,000 per accident and Comprehensive Professional Liability Insurance or General Liability Insurance with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Community Redevelopment Agency of the City of Stanton, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees and agents, under any third party liability policy."

F. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

SECTION XII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

SECTION XIII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the city in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries, and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

SECTION XIV. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, Consultant's Proposal, City's Request for Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

SECTION XV. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the city.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the city makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserve the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

The City reserve the right to reject any or all Proposal submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
SOLID WASTE MANAGEMENT CONSULTING SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, 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 **MSW CONSULTANTS, a CORPORATION**, with its principal place of business at **41760 Ivy Street, Suite 203, Murrieta, California 92562** (“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 **solid waste management** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **solid waste management** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **SOLID WASTE MANAGEMENT CONSULTING SERVICES** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **November 1, 2021** to **June 30, 2024**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 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: **DAVID DAVIS**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **the Public Works Director** or his or her designee, as the City's contact for the implementation of the Services hereunder.

Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, 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 subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

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

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting

period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed TWO HUNDRED EIGHTY FOUR THOUSAND SIXTY DOLLARS (\$284,060) ("Total Compensation") without written approval of City's **Public Works Director**. 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:

**MSW Consultants
41760 Ivy Street, Suite 203
Murrieta, CA 92562
Attn: David Davis**

City:

**City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Public Works Director**

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be

prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

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

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

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

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

3.5.6 Indemnification.

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

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

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this ____ day of _____, 202__.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____

City Manager

By: _____
Name: _____
Title: _____

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

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

- Review and provide language if required to amend the Solid Waste Franchise Agreement as needed to meet the requirements of SB 1383.
- Negotiate and calculate CR&R rates/compensation for any new programs subject to SB 1383.
- Analyze the impact to solid waste customer fees for any new programs subject to SB 1383.
- Develop, maintain, and monitor necessary Collection and Processing program(s) including financial impacts to meet SB 1383 compliance. Describe and identify any barriers encountered in the implementation of the programs.
- In collaboration with City’s trash hauler, identify businesses, multi-family units and single-family residential homes that would be affected by implementation of the program(s) as required by SB 1383.
- Develop measurable compliance reporting methods to collect, review and maintain data for reporting compliance under SB 1383.
- Propose ordinance and municipal code revisions, notices, and enforcement provisions, including a structure for fines and penalties for non-compliance of programs.
- Analyze the City’s Food Scrap Collection & Recycling Program and determine adequacy to support compliance with SB 1383 requirements.
- Develop and implement an inspection and compliance program to meet SB 1383 requirements.
- Prepare, implement and/or review public outreach and education materials, including social media, websites and assist with or be present at public or community meetings to explain implementation of programs.
- In collaboration with City and non-profit organization(s), implement an edible food recovery program.
- Assist the City with ALL reporting requirements to CalRecycle.
- Chair site and/or office meetings, prepare and distribute agendas and minutes identifying project status, completed work and forecast.
- Assist and apply for any grant funding opportunities and incentives for new infrastructure.
- Include value added service or services that may have been omitted to help reach compliance and provide exceptional customer service to our businesses and residents.

EXHIBIT "B"

SCHEDULE OF SERVICES



SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT

October 14, 2021

Mr. Joe Ames
Public Works Director
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Cost Proposal to Provide Solid Waste Management Consulting Services

Dear Mr. Ames:

We propose to perform the tasks in the Scope of Work in our proposal for the not-to-exceed amount of \$119,580 in fiscal 2022, \$82,240 in fiscal 2023, and \$82,240 in fiscal 2024. Our not-to-exceed amounts are based on the hours and billing rates for each of our staff members shown below in Table 1 and on the following page in Table 2 and Table 3. If the City requests that we perform additional work outside the scope of work, we will do so at the same hourly rates. We will obtain the City's written approval prior to performing any additional work outside the scope of service. Our hourly billing rates include our salary costs, reimbursable costs, and indirect costs.

Table 1 – Proposed Not-to-Exceed Fees - July 1, 2021 to June 30, 2022

Task	Description	David Davis Project Manager	Craig Stroud Senior Consultant	Girard Mobley Project Analyst	Chen Newman Project Analyst	Total Hours	Total Cost
1	Project Administration	12	12	12	12	48	\$7,980
2	Propose Municipal Code Revisions	4	4	48	4	60	\$9,480
3	Update Franchise Agreement to Conform with SB 1383	16	4	64	4	88	\$14,240
4	Negotiate and Calculate CR&R Compensation for Any New Programs	8	4	12	24	48	\$7,760
5	Implement Compliance Reporting Method	8	64	64	8	144	\$23,240
6	Develop and Implement an Inspection and Compliance Program	8	12	4	4	28	\$4,740
7	Prepare, Implement, and Review Public Education Materials	8	8	4	4	24	\$4,080
8	Analyze the City's Food Scraps Collection and Recycling Program	4	2	12	2	20	\$3,260
9	Implement an Edible Food Recovery Program	4	8	40	8	60	\$9,520
10	Assist with CalRecycle Reporting Requirements	24	16	80	80	200	\$32,000
11	Assist with Applying for Any New Grant Funding Opportunities	4	4	8	4	20	\$3,280
Total Hours		100	138	348	154	740	
Hourly Rate		\$190	\$165	\$155	\$155		
Subtotal Fees		\$19,000	\$22,770	\$53,940	\$23,870		\$119,580

41760 IVY ST., SUITE 203, MURRIETA, CALIFORNIA 92562
(951) 694-4001 (951) 704-9776 (CELL)
WWW.MSW-CONSULTANTS.COM



SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT

Mr. Joe Ames
October 14, 2021
Page 2 of 3

Table 2 – Proposed Not-to-Exceed Fees – July 1, 2022 to June 30, 2023

Task	Description	David Davis Project Manager	Craig Stroud Senior Consultant	Girard Mobley Project Analyst	Chen Newman Project Analyst	Total Hours	Total Cost
1	Project Administration	12	12	12	12	48	\$7,980
2	Oversee Waste Contract (rate adjustments, safety monitoring, etc.)	8	8	48	8	72	\$11,520
3	Monitor and Maintain Generator Compliance Reporting	8	56	56	4	124	\$20,060
4	Prepare, Implement, and Review Public Education Materials	8	8	4	4	24	\$4,080
5	Oversee Edible Food Recovery Program	4	8	40	8	60	\$9,520
6	Assist with CalRecycle Reporting Requirements	24	16	80	40	160	\$25,800
7	Assist with Applying for Any New Grant Funding Opportunities	4	4	8	4	20	\$3,280
Total Hours		68	112	248	80	508	
Hourly Rate		\$190	\$165	\$155	\$155		
Subtotal Fees		\$12,920	\$18,480	\$38,440	\$12,400		\$82,240

Rates will be adjusted each year in conformance with Exhibit C to the agreement with the City.

Table 3 – Proposed Not-to-Exceed Fees - July 1, 2023 to June 30, 2024

Task	Description	David Davis Project Manager	Craig Stroud Senior Consultant	Girard Mobley Project Analyst	Chen Newman Project Analyst	Total Hours	Total Cost
1	Project Administration	12	12	12	12	48	\$7,980
2	Oversee Waste Contract (rate adjustments, safety monitoring, etc.)	8	8	48	8	72	\$11,520
3	Monitor and Maintain Generator Compliance Reporting	8	56	56	4	124	\$20,060
4	Prepare, Implement, and Review Public Education Materials	8	8	4	4	24	\$4,080
5	Oversee Edible Food Recovery Program	4	8	40	8	60	\$9,520
6	Assist with CalRecycle Reporting Requirements	24	16	80	40	160	\$25,800
7	Assist with Applying for Any New Grant Funding Opportunities	4	4	8	4	20	\$3,280
Total Hours		68	112	248	80	508	
Hourly Rate		\$100	\$165	\$155	\$155		
Subtotal Fees		\$12,920	\$18,480	\$38,440	\$12,400		\$82,240

Rates will be adjusted each year in conformance with Exhibit C to the agreement with the City.



SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT

Mr. Joe Ames
October 14, 2021
Page 3 of 3

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to e-mail me at dave@msw-consultants.com or call me at (951) 704-9776.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'David Davis'.

David Davis, CMA
MSW Consultants, Inc.

EXHIBIT “C”

COMPENSATION

Each year beginning July 1st, the rates set forth in “Exhibit B” may be adjusted in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

In the event that this Agreement is renewed pursuant to Section 3.1.2 (beyond the initial three year term), the rates set forth in “Exhibit B” may be adjusted each subsequent year beginning July 1st in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).



**Proposal For Solid Waste
Management Consulting Services**

Submitted by



**Solid Waste Consultants
to Local Government**

October 11, 2021

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**Proposal for Solid Waste
Management Consulting Services
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Appendix – Overview of Minerva®
Attachment B- Proposal Acknowledgement Form

1. Letter of Transmittal

October 11, 2021

Mr. Joe Ames
Director of Public Works / City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Proposal For Solid Waste Management Consulting Services

Dear Mr. Ames:

MSW Consultants is pleased to submit this proposal for solid waste consulting services to the City of Stanton (City). We provide solid waste consulting services exclusively to local governments in the areas of finance, economics, public policy, and regulatory compliance.

Our specific experience related to this project includes:

- Each of our staff members has extensive experience in drafting solid waste handling agreements.
- Each of our staff members has extensive experience in preparing solid waste ordinances. We have recently updated, or are currently working on, the SB 1383 ordinances for the cities of Corona, Del Mar, Orange, Rancho Palos Verdes, and Rancho Santa Margarita.
- Each of our staff members has extensive experience in CalRecycle regulatory compliance. Our team members have experience in preparing CalRecycle EAR reports, and preparing CalRecycle formal and informal plans.
- Our staff members regularly attend CalRecycle SB 1383 webinars. Two of our staff members, David Davis and Girard Mobley, are SWANA-certified Zero Waste Practitioners.
- All of our staff have extensive experience with solid rate analysis, adjustments, and approval, including compliance with Prop 218.
- Our staff members are very familiar with the edible food recovery requirements of SB 1383.
- We have a proprietary cloud-based software program (Minerva®) that tracks the individual recycling compliance of individual commercial and multi-family waste generators.
- We take a constructive approach to working with private waste haulers. We only work for local governments to avoid any conflicts of interest. However, we also mindfully consider the private hauler perspective when crafting fair and straightforward contract provisions. We find that this contributes to a constructive relationship between cities and waste haulers.

* * * *

We would very much appreciate the opportunity to interview for this project. In particular, we would be pleased to provide an online demonstration of our Minerva® software. We have included more detailed information about Minerva® in the Appendix. In addition, more information about Minerva® can be found at: www.mswcompliance.com

We appreciate the opportunity to submit this proposal. I attest that all the information submitted with our proposal is true and correct. I will be the project manager for this engagement. If you have any questions, please feel free to call me at (951) 704 9776 or email me at dave@msw-consultants.com.

Sincerely yours,



David Davis, CMA I President, MSW Consultants
41760 Ivy St., Suite 203, Murrieta, California 92562
(951) 704-9776 | dave@msw-consultants.com
www.msw-consultants.com

In addition:

- We acknowledge receipt of the RFP; there were no addenda.
- We have thoroughly examined and become familiar with the work required in the RFP and that we are capable of performing quality work to achieve these objectives for the City and the Public Works Department.
- Our proposal is valid for 90 days.

2. Qualifications, Relevant Experience, and References

2.1 Qualifications

MSW Consultants is a California Corporation. It was founded in 2000 by David L. Davis, CMA. In his over 30 years in the solid waste industry, Mr. Davis has provided a broad range of solid waste consulting service to over 60 cities, counties and special districts in the areas of auditing, contract compliance, contract negotiation, rate setting, competitive service procurement, waste diversion, and regulatory compliance. MSW Consultants has a staff of four personnel and is located in the City of Murrieta, Ca. MSW Consultants provides solid waste consulting services exclusively to local governments in the areas of finance, economics, and public policy.

MSW Consultants is in sound financial condition. There are no conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede our ability to complete the services for the City.

Our mission is to work with municipal managers to maximize the value of the solid waste services that are delivered to their ratepayers. More information can be found on our website at:

www.msw-consultants.com

MSW Consultants offers the following services to local governments:

- Performance audits of franchised waste haulers
- AB 341 and AB 1826 compliance
- SB 1383 compliance planning
- Contract negotiation and procurement assistance
- Rates studies for collection, processing, transfer and disposal service
- Solid waste program planning and design
- Reviews of contractor's requests for rate increases
- Waste generator education and outreach

2.2 Relevant Experience

City of Calabasas - We assisted the city in conducting a competitive procurement of an exclusive solid waste franchise agreement. Our work included assisting with the preparation of the RFP package and franchise agreement, evaluating proposals, interviewing finalists, and presenting the results to the city Council. Contact: Robert Yalda - Public Works Director (805) 224-1671 ryalda@cityofcalabasas.com

City of Chula Vista – In 2019, we conducted a performance audit of Republic Services. Our work included confirming the accurate billing of customers, confirming the accurate payment of fees to the city, and confirming the accurate reporting of tons to the city. **Contact:** Mr. Manuel Medrano – Environmental Services Manager (619) 585-5766 mmedrano@chulavistaca.gov

City of Del Mar – We are currently assisting the City of Del Mar in preparing an SB 1383 Plan, updating its ordinance to comply with SB 1383, and updates its franchise agreement to comply with SB 1383. **Contact:** Clem Brown – Environmental Sustainability Manager (858) 375-9524 cbrown@delmar.ca.us

City of La Cañada Flintridge: We assisted the city in evaluating the advantages and disadvantages of exclusive vs. non-exclusive service. Our work included policy presentations to the City Council and the City Council solid waste subcommittee. We have also assisted the city with AB 939 compliance. Work included correcting the city's waste diversion rate and implementing waste reduction programs in accordance with a Compliance Order from CalRecycle. In 2006, we assisted the city with negotiations with its two incumbent haulers for semi-exclusive refuse collection agreements. We conducted policy workshops for the city's Public Works and Traffic Commission, prepared contract and RFP documents, and assisted with contract negotiations. **Contact:** Mr. Mark Alexander - City Manager - (818) 790-8880 malexander@lcf.ca.gov

City of La Habra – We conducted solid waste contract negotiation assistance to the City of La Habra. We negotiated with the waste hauler CR&R to renew the solid waste franchise agreement for the city. Our work has included working with a City Council solid waste subcommittee. We are currently assisting the city with SB 1383 outreach. MSW Consultants uses a proprietary web-based application Minerva® to assist the city in monitoring the AB 341 and AB 1826 compliance of its commercial and multi-family waste generators. **Contact:** Jim Sadro – City Manager (562) 383-4000 JSadro@lahabracal.gov

City of La Habra Heights - We assisted the city in conducting a competitive procurement of an exclusive solid waste franchise agreement. Our work included initial sole source negotiations with the incumbent hauler, assisting with the preparation of the RFP package and franchise agreement, evaluating proposals, interviewing finalists, and presenting the results to the City Council solid waste subcommittee and the City Council. **Contact:** Gabriela Yap – Assistant City Manager (now Deputy City Manager at the City of Beverly Hills) (310) 285-1000 gyap@beverlyhills.gov

City of Orange, CA – We are currently assisting the city in managing its solid waste franchise agreement with CR&R Incorporated. Our work includes assisting the city with CalRecycle compliance, and preparing for compliance with SB 1383 including updating the city's solid waste ordinance. MSW Consultants uses a proprietary web based application Minerva® to assist the city in monitoring the AB 341 and AB 1826 compliance of its commercial and multi-family waste generators. **Contact:** Mr. Josh Soliz, Solid Waste Program Manager, 300 E. Chapman Ave., Orange, CA 92866, (714) 744-5588, jsoliz@cityoforange.org

City of Rancho Santa Margarita – We are currently assisting the city in renegotiating its exclusive franchise agreement with CR&R. Our work includes revising the city's solid waste ordinance to comply with SB 1383, and updating the city's solid waste franchise agreement to provide SB 1383 compliant organics collection services. **Contact:** Ms. Jennifer Cervantez, City Manager (949) 635-1800 jcervantez@cityofrsm.org

City of Glendale – As subconsultant to SCS Engineers, we are assisted the city in transitioning from a non exclusive commercial solid waste collection system to an exclusive-zone system. Our work has included obtaining billing and service data from the city, and several of its largest non-exclusive

haulers, analyzing the market rates of the private haulers, and estimating the cost savings resulting from moving from non exclusive to exclusive service. We organized all the commercial solid waste customers in the city into four zones, and assisted the city in preparing exclusive contracts for each zone, and preparing an RFP to solicit proposals from private companies to collect refuse, recyclables, and organics in each zone. Contact: Dan Hardgrove Deputy Director of Public Works (818) 548 3950 dhardgrove@glendaleca.gov

2.3 References.

Mr. Clem Brown
Environmental Manager
City of Del Mar
1050 Camino del Mar
Del Mar, CA 90058
(858) 375 9524
cbrown@delmar.ca.us

Mr. Dan Hardgrove
Deputy Director
City of Glendale
541 W. Chevy Chase Drive
Glendale, CA 91204
(818) 548-3916
Dhardgrove@Glendale.ca.gov

Mr. Manuel Medrano
Environmental Service
Manager
City of Chula Vista
176 Fourth Avenue
Chula Vista, CA 91910
(619) 585 5766
mmedrano@chulavistaca.gov

Mr. Josh Soliz
Solid Waste Program Manager,
City of Orange
300 E. Chapman Ave.
Orange, CA 92866
(714)744 5588
jsoliz@cityoforange.org

Mr. Mark Alexander
City Manager
City of La Canada Flintridge
One Civic Center Drive
La Canada Flintridge, CA
91011
(818) 790 8880
MAlexander@laf.ca.gov

Ms. Lauren Ramezani
Senior Management Analyst
City of Ranch Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275
(310) 544 5245
laurenr@rpvca.gov

Ms. Jennifer Cervantez
City Manger
City of Rancho Santa Margarita
22112 El Paseo
Rancho Santa Margarita, CA
92688
(949)635 1800
jcervantez@cityofrsm.org

Mr. Michael Belknap
Director Comm. Services
City of La Palma
7822 Walker St.
La Palma, CA 90623
(714) 690 3356
MikeB@cityoflapalma.org

Mr. Jeff Henderson
Management Analyst
City of La Habra
621 W. Lambert Road
La Habra, CA 90631
(562)383 4170
jhenderson@lahabraca.gov

3. Proposed Team

The key personnel for this project will be comprised of the following individuals: David L. Davis, CMA, Craig D. Stroud, CPA, Chen Newman, Girard Mobley. Our staff will be fully dedicated and responsive to the City's needs. Key personnel will be available for the duration of this project and no key personnel will be removed or replaced without written permission from the City.

3.1 Personnel

David Davis, CMA – President - Mr. Davis will serve as the Project Manager for this project. He will be the main point of contact and have overall responsibility for the project. He is a Certified Management Accountant (CMA) and an expert in solid waste macro- and micro-economics. Mr. Davis will direct the planning of the project, attend all meetings, serve as task lead for negotiating with CR&R on behalf of the City, assisting with applying for grant funding, and consultative support with CalRecycle.

Craig D. Stroud, CPA – Senior Consultant – Mr. Stroud will serve as Senior Consultant. He is a Certified Public Accountant (CPA) and operational analyst with over 20 years of experience revamping the operations of companies. Mr. Stroud will oversee the day-to-day operation to ensure all milestone and deadlines are met and review all reports. He will serve as task lead in developing a measurable compliance reporting methods through our Minerva software, and assist as needed for all other tasks.

Chen Newman – Consultant – Ms. Newman will serve as the Project Analyst. She is a skilled accountant and financial analyst with several years of experience in retail, banking, and local government. She has been responsible for analyzing the budgets of special municipal districts to ensure that they meet their debt service coverage ratios, and comply with their reserve requirements. Ms. Newman will serve as task lead for calculating rate, conducting cost analysis, prepare reports to CalRecycle, and assisting as needed for all other tasks.

Girard Mobley – Consultant – Mr. Mobley will also serve as Project Analyst. He is a skilled financial analyst and project manager. He has extensive experience in conducting audits on waste haulers for municipalities, and in providing recycling outreach and education to commercial waste generators. Mr. Mobley will serve as task lead amending the franchise agreement, updating the municipals codes, implementing an edible food recovery program, analyze the food scrap collection and recycling program, and assisting as needed for all other tasks.

3.2 Resumes

	
CREDENTIALS	
EXPERIENCE	
30 Years	
EDUCATION	
BA, Finance, Cal State Fullerton, 1983	
LICENSES & CERTIFICATIONS	
Certified Management Accountant (CMA)	
PROFESSIONAL AFFILIATIONS	
Solid Waste Association of North America, Southern California Waste Management Forum (Chair); SWANA Certified Zero Waste Practitioner	

David Davis – Project Manager Mr. David Davis is a Certified Management Accountant (CMA) with over 30 years of experience in the field of solid waste management. Mr. Davis' expertise lies in working with municipal managers to maximize the value of the solid waste services provided to their ratepayers. He has held executive management positions in both the private and public sectors, and has extensive experience in providing business advisory services to local government in the field of solid waste management.

As a chief financial executive for local hauling and landfill divisions of a national solid waste management company, Mr. Davis was responsible for financial reporting, budgeting, cost analysis, billing and collections. He also managed the accounting and rate analysis sections of the City of Riverside's Department of Public Utilities.

Mr. Davis has specific experience in: 1) analysis and design of customer rates for refuse collection, transfer, processing and disposal operations; 2) development and evaluation of competitive proposals for waste collection, recycling, and transfer service; 3) feasibility studies for waste processing, waste transfer, and landfill gas projects; 4) *verification* of the proper payment of solid waste fees; 5) management reviews of solid waste operations; 6) evaluation of alternative waste diversion programs; 7) solid waste program planning and funding; and, 8) evaluating internal management controls.



CREDENTIALS

EXPERIENCE

28 Years

EDUCATION

BS, Business
Administration
Accounting, Cal Poly San
Luis Obispo, CA

LICENSES & CERTIFICATIONS

Certified Public
Accountant (CPA)

PROFESSIONAL AFFILIATIONS

Solid Waste Association
of North America
(Member)

Craig Stroud Senior Consultant Mr. Stroud is a Certified Public Accountant (CPA) and operational analyst with over 28 years of experience revamping the operations of companies. He is very familiar with corporate internal controls and accounting systems. He has served in managerial, operational, analysis and marketing roles within the professional services, Department of Defense, healthcare, and e commerce industries.

Mr. Stroud has been with MSW Consultants since February 2017. In that time, he has conducted solid waste consulting engagements for the cities of Auburn, Alabama, Copperas Cove, Texas, and Prescott, Arizona. Additionally, he has conducted hauler compliance audits for the California cities of Chula Vista, Orange, Placentia, Rancho Palos Verdes, and Vernon. He has audited the accounting records of over 15 waste haulers including the local divisions of Athens Services and Republic Services.

As a revenue analyst with Science Application International Corporation (SAIC) Mr. Stroud was responsible for executing extensive data queries and financial models to maximize program staffing revenue. He has built multiple departments within companies, from conception to operational profitability. Mr. Stroud is a veteran of the U.S. Air Force. He graduated from California Polytechnical State University, San Luis Obispo with a BS in Business management, with a focus on accounting. He earned his CPA while employed as an auditor with the national CPA firm Ernest & Young.



CREDENTIAL

EXPERIENCE

5 Years

EDUCATION

BA, Business Admin.
Shijiazhuang University of Economics, Hebei, China
and an MPAcc in Accounting from China University of Geosciences in Wuhan, China and a MS in Accounting and Taxation from the University of San Diego.

LICENSES & CERTIFICATIONS

PROFESSIONAL AFFILIATIONS

Government Finance Officers Association
(Member)

Chen Newman – Project Analyst - Ms. Newman is a skilled accountant and financial analyst with several years of experience in retail, banking, and local government. She has been responsible for analyzing the budgets of special municipal districts to ensure that they meet their debt service coverage ratios, and comply with their reserve requirements. She has been responsible for budgeting, accounts receivable, accounts payable, monthly close, and management reporting. She is highly skilled in MS Excel.

Ms. Newman has been with MSW Consultants since January 2019. In that time, she has worked on solid waste consulting engagements for the counties of Monterey and Santa Barbara, and the cities of Chula Vista, Glendale, Lompoc, Orange, Rancho Santa Margarita, Roseville, Santa Maria, Vernon, and Whittier. As staff auditor on a municipal compliance audit of a major waste hauler, she was instrumental in identifying over \$60,000 in unpaid franchise fees. She has also assisted in the preparation of CalRecycle AB 939 Annual Reports (EAR) for the cities of Orange and Vernon.

Ms. Newman earned a BA in Business Administration and Management; Finance from Shijiazhuang University of Economics in Hebei, China, an MPAcc in Accounting and Related Services from China University of Geosciences in Wuhan, China, and a MS in Accounting and Taxation from the University of San Diego



CREDENTIALS

EXPERIENCE

25 Years

EDUCATION

BS, Finance, San Diego State University, 2014

LICENSES &

CERTIFICATIONS

SWANA Certified Zero Waste Practitioner

PROFESSIONAL

AFFILIATIONS

California Resource Recovery Association (Member)

Girard Mobley – Project Analyst Mr. Mobley is a skilled financial analyst and project manager. He has extensive experience in conducting audits on waste haulers for municipalities, and in providing recycling outreach and education to commercial waste generators. He graduated from San Diego State University with a BS in Business Administration with a focus on Finance and a minor in Economics. He is also a certified practitioner in the zero waste principles and practices.

Mr. Mobley has been with MSW Consultants since March 2019. In that time, he has worked on solid waste consulting engagements for the County of Santa Barbara, and the cities of Chula Vista, La Habra, La Palma, Lomita, Norco, Orange, Rolling Hills, Signal Hill, Vernon, Whittier and Rancho Palos Verdes.

Mr. Mobley has audited the accounting records of over 20 waste haulers. He also oversees the recycling survey program in the City of Vernon providing outreach and educational resources to over 400 commercial waste generators. He regularly educates commercial waste generators about the requirements of AB 341 and AB 1826. Prior to joining MSW Consultants, he served for 20 in the United States Marine Corps.

4. Project Understanding and Objectives

4.1 Project Understanding

City's Franchise Agreement with CR&R

The City arranges for solid waste collection service through an exclusive franchise agreement (Agreement) with CR&R Corporation. The City's Agreement with CR&R began in 1991. The current term of the Agreement extends to October 31, 2035. The Agreement has been amended three times; in 2015, 2016, and 2020.

The most recent amendment to the Agreement added some new services including: a third recycle cart, food waste collection, and anaerobic digestion processing service. These are all services designed to assist the City in meeting the requirements of SB 1383. However, the Agreement itself was not updated to fully reflect all the requirements of SB 1383 including contamination monitoring, reporting, compliance reviews, support with identifying and recovering edible food, etc.

SB 1383

In 2016, the State adopted SB 1383. This new law established statewide methane reduction targets, and strengthened the implementation of the State's mandatory commercial organics recycling law (AB 1826). Under the provisions of SB 1383, local jurisdictions will be required to:

- Estimate the amount of organic waste and recoverable edible food generated within their boundaries, and provide that information to their county for facility planning purposes.
- Amend their municipal codes to enforce the requirement that waste generators recycle their organics.
- Ensure that all newly constructed buildings have readily accessible space for recycling.
- Ensure that all new construction be designed with water efficient landscape.
- Ensure that their waste haulers provide organics collection service.
- Develop inspection and compliance review programs to ensure that waste generators fulfill the requirements of AB 1826 and the jurisdiction's municipal code.
- Conduct periodic education and outreach to all waste generators, and specifically, generators of edible recoverable food.
- Ensure CR&R perform annual route inspections to minimize contamination.
- Procure a minimum quantity of recovered organic waste products.
- Prepare and submit annual compliance reports to CalRecycle.

City's Municipal Code

Solid waste management in the City is governed by Chapter 6.04 of the City's municipal code. This section of the code generally sets forth rules for the accumulation, storage, and handling of solid waste. The code was last updated in 2004. Pursuant to SB 1383, all jurisdictions in the State required to update their municipal codes to conform to the requirements of SB 1383.

4.2 Approach and Methodology

Our approach to this project will be to apply our extensive experience in applying SB 1383 assistance, conducting rate analyst, and cost estimations. We will be fully committed to working closely with the City to establish the overall goals and objectives. We believe that our experience, and our specialized approaches, uniquely qualify us to perform this work for the City. We will assist the City in identifying cost associated with implementing and maintaining programs for SB 1383.

4.3 Project Objective

The overall objective of this project is to:

- Assist the City, through its partnership with CR&R, to comply with the requirements of SB 1383.

5. Scope of Services

To accomplish the project objective, we will perform the following tasks:

5.1 Scope of Work

Task 1- Project Administration

The purpose of this task is to keep the project on schedule and on task. We will conduct an initial project kick-off meeting (via video conference call) with City staff. At this call, we will review the project scope, schedule and discuss any key issues. We will also review a list of information we will need from the City and CR&R. The initial project meeting will help establish the best means of communication for the duration of the project. After the meeting, we will prepare and distribute meeting minutes. Throughout the course of this project, we will provide monthly status reports. We will serve as liaison between the City and CR&R. This will include meetings with City staff members and other stakeholders; monitoring and reporting on task progress; preparing relevant documentation and/or presentation of findings; and schedule management. We will also facilitate meetings with CR&R, CalRecycle, and City staff as needed.

Deliverables:

- Monthly status reports
- Meeting agendas and minutes

Task 2 - Propose Municipal Code Revisions

The purpose of this task is to bring the City's code into compliance with SB 1383. We will review the City's municipal code related to solid waste and recycling.

We will prepare recommended revisions that comply with SB 1383 regulations, and align with the City's solid waste program. We will prepare these revisions in MS Word with track changes showing additions and deletions. We will work with City staff and the City Attorney to review the drafts and ensure the ordinance will lead to desired SB 1383 compliance outcomes.

Deliverable:

- Updated solid waste and organics recycling ordinance

Task 3 – Update Franchise Agreement to Conform with SB 1383

The purpose of this task is to bring the Agreement into compliance with SB 1383. We will review the City's franchise agreement and prepare a baseline analysis and recommendations to the City. We will also prepare a contract profile. The contract profile will consist of a summary of relevant key terms and services. Based on our discussions with the City and CR&R, we will identify the key contract terms and services needed to fulfill the requirements of SB 1383.

Based on the key terms and services we identify; we will prepare contract language to amend the franchise agreement such that it will contain the needed services and terms to enable customers to comply with their organics recycling requirements. We will also estimate the incremental cost to the hauler and corresponding rate increase to commercial customers. We will share these cost estimates

and expected rate adjustments with the City. We will recommend additional tasks and services to be included in the scope of services. This will also include negotiating customer rate adjustments needed to fund any additional collection and processing services.

Deliverables:

- Baseline analysis
- Incremental cost estimates
- Updated franchise agreement

Task 4- Negotiate and Calculate CR&R Compensation for Any New Programs

The purpose of this task is to assist the City in contract negotiations with CR&R related to any new programs to comply with SB 1383. Our work on this task will include, but not be limited to, the following activities:

- Evaluate any additional costs proposed by CR&R for reasonableness. Our evaluation will be based on our industry experience and the cost for similar services in other jurisdictions. Developing a negotiation strategy by preparing an outline of the key contract terms.
- Preparing written materials for use in negotiating meetings with CR&R. The purpose of the meeting materials will be to ensure that both parties have a common understanding of the issues, and to promote an organized and systematic approach to reaching an agreement that is best for the City.
- We will prepare a summary of the results of the negotiations. If the negotiations result in the City and CR&R agreeing on terms for a new franchise agreement, we will outline the key terms of the agreement. We will also present a rate comparison to other cities using the newly agreed-upon service rates.
- We will We will prepare updated rate schedules to reflect the charge for any new services.

Deliverables:

- Rate model highlighting current rates compared to proposed increased rates by customer type and service level.
- Contract provisions of services provided that are not set forth in the agreement
- Updated rate schedules

Task 5 - Implement Compliance Reporting Method

The purpose of this task is to, in collaboration with CR&R, identify individual waste generators that are required to recycle (i.e., 'covered') under SB 1383, and ensure that those generators subscribe to the appropriate recyclable and organics collection programs.

To fulfill this purpose, we will provide the City with Minerva®, a cloud-based software platform that will enable the City to monitor, manage, and report on the recycling status of its individual commercial and multi-family waste generators. We have listed below a summary of the features of Minerva® and

an outline of the services we will perform to support the software. We have included more detailed information about Minerva® in the Appendix.

Minerva® will enable the City to:

- Upload individual customer service data from each hauler's billing system.
- Organize commercial customers into whether they are 'covered' or 'not covered.'
- Track recycling status information for CalRecycle reporting.
- Track and manage education and outreach activity.
- Evaluate and grant requests for exemptions for third-party recycling and self-haul.
- Grant and track waivers for lack of space, and de minimis generation.
- Upload images and documents.
- Allow collaboration among haulers, City, and outreach staff.
- Track edible food generators and edible food recovery organizations.
- Create customer notification letters.
- Build an Implementation Record for compliance with SB 1383.

To implement and support Minerva® we will:

- Setup the City's franchise hauler in Minerva®
- Obtain and upload customer data from CR&R.
- Upload legacy compliance data (notes, recycling status, self-haul status, waivers, etc.).

Deliverable:

- Minerva cloud-based recycling software.

Task 6 - Develop and Implement an Inspection and Compliance Program

The purpose of this task is to develop and implement an efficient inspection and compliance review program. In addition to subscribing for recycling and organics collection service, SB 1383 allows waste generators to comply with the law in other ways including waivers for lack of space and de minimis generation. Under SB 1383, cities are required to conduct compliance reviews of all commercial and multi-family waste generators at least once per year.

We will prepare written procedures that outline the tasks and responsibilities to be performed by the City and by CR&R. These tasks will be designed to accomplish the inspection requirements of SB 1383. We will draft these procedures such that the inspection and compliance review tasks can be conducted by CR&R, with appropriate oversight by City staff. These procedures will be prepared to conform with the changes in the franchise agreement we recommend. We will review these procedures with City staff, and staff from CR&R, and make any revisions as needed.

Task 7 – Prepare, Implement, and Review Public Education Materials

The purpose of this task is to provide our industry expertise and communication skills to enhance CR&R's public outreach activities and materials. Upon request, we will review and comment on any proposed public education and outreach materials including, but not limited to, social media, websites, brochures, etc. In addition, we will be available to participate in community meetings to explain the implementation of programs.

Deliverables:

- Review and detailed comments on public information materials including direct mail, billing inserts, brochures, websites, and social media.
- Participation in community meetings and events.

Task 8 - Analyze the City's Food Scraps Collection and Recycling Program

The purpose of this task is to ensure that the food scrap collection program that was implemented in April 2021 has been properly rolled out and is meeting its objectives. To accomplish this, we will:

- Obtain and review CR&R's food scrap tonnage reports.
- Obtain and review a list of food scrap customers in the City (with each customer's service information).
- Interview CR&R staff responsible for food scrap collection.
- Based on our review, evaluate the extent to which the food scrap program is meeting the requirements of SB 1383.

Deliverable:

- Prepare a brief memo of our findings.

Task 9 - Implement an Edible Food Recovery Program

The purpose of this task is to, in collaboration with the City, the County of Orange, and non-profit organizations, implement an edible food recovery program. SB 1383 requires all cities to assess the capacity of their edible food recovery systems, and to identify generators of excess edible food. To perform this task, we will:

- Conduct a survey of the City's food recovery and food distribution networks to evaluate their needs, and assess the system's capacity
- Coordinate with the City and the County to identify Tier 1 and Tier 2 donors, and potential recipients
- Assist the City in developing model food recovery agreements for surplus food generators
- Prepare a written food recovery program plan

Deliverables:

- Food recovery program plan

- Model food recovery agreement

Task 10 - Assist with CalRecycle Reporting Requirements

The purpose of this task is to prepare all reports due to CalRecycle. The City is required to submit the following reports to CalRecycle:

- MCR/MORE Informal Plan (due on an ad hoc basis)
- Annual AB 939 Electronic Annual Report (previously due each year on August 1st, this report is being supplanted by the SB 1383 Jurisdiction Annual Report (JAR)
- Form 303 Household Hazardous Waste report (due each year in October)
- Initial SB 1383 Jurisdiction Compliance Report (due on April 1, 2022)
- SB 1383 JAR (initial report due on October 1, 2022)

To accomplish this task, we will:

- Gather and compile information about the City's waste reduction and diversion programs. We will gather this from the City, from CR&R, and from other sources.
- Gather tonnage reports by landfill customer from the various landfills used by the franchised hauler. Compare that tonnage information to the tonnage information submitted by CR&R.
- Work with City staff, CalRecycle staff, and CR&R to resolve any tonnage discrepancies.
- Enter into the JAR the number of commercial waste generators that covered by AB 341 and AB 1826. Of those that are covered, enter the number that are not recycling.
- Enter the required information into the JAR, and prepare a draft report for the City to review.
- After the City has reviewed and approved the draft JAR, we will electronically submit the report, and prepare a PDF summary of the JAR for the City.
- We will serve as liaison between the City and CalRecycle.

We will provide information, prepare correspondence, and answer any questions regarding the City's compliance with CalRecycle regulatory requirements.

Deliverable:

- CalRecycle Reports

Task 11- Assist with Applying for Any New Grant Funding Opportunities

The purpose of this task is to assist the City in applying for any grant funding opportunities that may help fund new recycling or waste diversion infrastructure. To accomplish this task, we will:

- Perform an assessment to determine which aspects of the City's solid waste management program could benefit the most from grant funding.

- Review websites and information provided by list servers for applicable grant opportunities including CalRecycle's Food Waste Prevention and Rescue Grant Program, the Greenhouse Gas Reduction Grant and Loan Programs, California Energy Commission's Electric Program Investment Charge (EPIC), Natural Gas Research and Development Program, and Low Carbon Fuel Research and Development Program.
- Review programs that can offset development and equipment costs such as the federal incentive tax program, Renewable Energy Credits (RECs), Renewable Identification Number (RIN) program, and local utility incentives.
- Create a tracking sheet for all relevant grant opportunities.
- Discuss opportunities with City staff and jointly develop an approach for successful grant application(s).

Deliverables:

- List of potential grants, prioritized by relevance to the City's needs, with application deadlines identified
- Memo describing approach for applying to key grants, including generation of supporting documentation
- Review and provide comments on text for grants prepared by the City.

6. Exceptions and Deviations

MSW Consultant:s requests no exceptions or deviations to the requirements of the City's Request for Proposal and the City's professional services agreement.

7. Schedule

Proposed Schedule

We propose to provide solid waste management consulting services according to the schedule shown below in Table 1.

Table 1 – Project Schedule

Task	Description												
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Project Administration												
2	Propose Municipal Code Revisions												
3	Update Franchise Agreement to Conform with SB 1383												
4	Negotiate and Calculate CR&R Compensation for Any New Programs												
5	Implement Compliance Reporting Method												
6	Develop and Implement an Inspection and Compliance Program												
7	Prepare, Implement, and Review Public Education Materials												
8	Analyze the City's Food Scraps Collection and Recycling Program												
9	Implement an Edible Food Recovery Program												
10	Assist with CalRecycle Reporting Requirements												
11	Assist with Applying for Any New Grant Funding Opportunities												

Appendix – Overview of Minerva®

1 Software Features

This section provides an overview of Minerva's® current features.

1.1 Report and Export Data for State Compliance

The heart of Minerva® was developed as a tool to support and export the detailed reporting information required by CalRecycle for AB 341, AB 1826 and SB 1383 compliance.

- All data collected is organized into a citywide compliance profile, which comprises covered and not-covered waste generators. This is shown below in Image #1.
- Each report has a drop-down feature that enables the user to export the data on the page in either CSV (Excel) or PDF format.
- Image 2, on the following page, shows the CalRecycle EAR Report for covered waste generators.
- Image 3, on the following page, shows a representative list of granted exemptions.

Image 1 – Citywide AB 341 Compliance Profile

Compliance Profile

AB 341 Mandatory Commercial Recycling				Export
				CSV
				PDF
	Not Covered	Covered	Total	
Commercial				
Recycling Only	280	518	798	
Recycling and Organics	164	136	300	
Sub-Total Recycling	384	653	1037	
Organics Only	22	95	117	
Not Recycling	531	487	1018	
Sub-Total Not Recycling	553	582	1135	
Total Number of Businesses with a Recycling Exemption	1	0	1	
Total Number of Businesses	954	1207	2161	
Multifamily				
Recycling Only	58	92	150	
Recycling and Organics	63	57	120	
Sub-Total Recycling	121	149	270	
Organics Only	9	21	30	
Not Recycling	151	153	304	
Sub-Total Not Recycling	160	174	334	
Total Number of Multifamily Complexes with a Recycling Exemption	0	0	0	
Total Number of Multifamily Complexes	268	322	590	
Total Number of Recycling Exemptions	1	0	1	
Total Number of Commercial and Multifamily Complexes	1162	1529	2691	

Appendix – Overview of Minerva®

Image 2 – CalRecycle EAR Report

CalRecycle EAR Report

Export

Covered

AB 341 Mandatory Commercial Recycling (MCR)	
Covered Businesses	
Total number of covered businesses	1,207
Total number of covered businesses with a recycling exemption	0
Total number of covered businesses not recycling	551
Covered Multifamily Complexes	
Total number of covered multifamily complexes	322
Total number of covered multifamily complexes with a recycling exemption	0
Total number of covered multifamily complexes not recycling	173

AB 1826 Mandatory Commercial Organics Recycling (MOR)	
Covered Businesses	
Total number of covered businesses	2,056
Total number of covered businesses with an organics exemption	188
Total number of covered businesses not recycling organics	1,561
Covered Multifamily Complexes	
Total number of covered multifamily complexes	322
Total number of covered multifamily complexes with an organics exemption	1
Total number of covered multifamily complexes not recycling organics	211

Image 3 – Covered Businesses With an Organics Exemption

CalRecycle EAR Report

AB 1826 Mandatory Commercial Organics Recycling

Export

CSV
 PDF

Covered / Total number of covered businesses with an organics exemption

Rank	Customer Account #	Customer Account	Customer Address	Customer Type	MCR Units	MCR CY	Recyclables CY	Organics CY	Has Recycling	Has Organics	Has Water Recycling	Has Water Organics		
1	00043	MINORUNDEL DOWNSIDE	1375 N. WILSON ST. Orange CA 92667-2011	Commercial	0	2			No	No	No	No	View	CTA
2	02403	DAVIS METROPOLITAN	4000 24TH STREET, RICHMOND, CA 94804-1506	Commercial	0	4	2		No	No	No	No	View	CTA
3	00100	ANALYST	1600 N. WILSON ST. Orange CA 92667-2002	Commercial	0	3			No	No	No	No	View	CTA
4	00049	ACAPRA	7500 E. CHAPMAN AVE. Orange CA 92668	Commercial	0	123	343		No	No	No	No	View	CTA

Appendix – Overview of Minerva®

1.2 Track Information for AB 341, AB 1826, and SB 1383

Minerva® currently tracks all the detailed information for AB 341 and AB 1826. We are currently in the process of expanding the Minerva® platform into an SB 1383 tracking and Implementation Record.

Tracking Features of Minerva®

Reporting

- Generates a city-wide profile of covered and non-covered waste generators by recycling status for both AB 341 and AB 1826, and generates CalRecycle EAR-compliant reports.
- Provides sortable and downloadable reports (in PDF and CSV) of detailed customer service information by compliance category (covered vs. not-covered, recycling vs. not-recycling).

Compliance Tracking

- Tracks the AB 341 and AB 1826 compliance status of individual commercial waste generators (business vs. multi-family) including 2CY threshold for AB 1826 compliance.
- Tracks types of recyclables (cardboard, plastics, etc.) and organics (yard waste, food waste, etc.) for waste characterization.
- Images 4 and 5 on the following page show an excerpt of the customer account detail page and the current services detail page.
- Tracks compliance method (e.g., source-separated, mixed-waste processing, third-party recycler, self-haul, etc.). This is shown in Image 6 on page A-5.
- Enables cities to grant and monitor exemptions. This is shown in Image 7 on page A-5.
- Tracks generators of recoverable edible food (i.e., Tier 1, Tier 2).
- Tracks exemptions granted to generators. This is shown on Image 7 on page A-5.

Appendix – Overview of Minerva®

Image 4 – Customer Account Profile

Customer Account Profile

City	Orange	Type of Business
Business Name *	MONROE OPERATIONS LLC	NAICS Code
Hauler *	CR&R	Contact Name
Customer Account *	MONROE OPERATIONS LLC	Phone
Customer Account # *	0061767	Ext
Customer Type *	Commercial	Email

Image 5 – Current Services

Current Services

Customer Account #: 0061767 Customer Account: MONROE OPERATIONS LLC Customer Account Address: 7004 E SUNDANCE CA 92869

Service Provider ▾	Sub Account ▾	Material Type ▾	Container Type ▾	Unit ▾	Container Quantity ▾	Container Size ▾	Weekly Pickups ▾	Weekly Volume ▾	On Call ▾	Compactor ▾
CR&R	49288-ORG-131-F0IZ6UES	Organics	Front Load	Cubic Yard	1	3	1	3	No	No
CR&R	49288-ORG-2901-DOY90J0D	Organics	Cart	Gallon	2	90	1	0.89	No	No
CR&R	49288-RCL-121-PA6HP03C	Recyclables	Front Load	Cubic Yard	1	2	1	2	No	No
CR&R	49288-WST-1901-FHO23G8A	Waste	Cart	Gallon	1	90	1	0.45	No	No
CR&R	49288-WST-4901-2GBCB38T	Waste	Cart	Gallon	4	90	1	1.78	No	No
- Select ▾		- Select ▾		Select conta ▾						

Appendix – Overview of Minerva®

Image 6 – SB 1383 Compliance Review View

SB 1383 Compliance Review

Customer Account #: 0061767

Customer Account: MONROE OPERATIONS LLC

Customer Account Address: 7004 E SUNDANCE CA 92869

Compliance Method

MCR

MORe

Collection of Source-separated
Recyclables by Franchised Hauler



Mixed-waste Processing by Franchised
Hauler

Recyclables Collected by Third-party
Recycler

Note Service Provider



Self-haul of Recyclables

Describe



Image 7 – Exemptions View

Exemption

MCR

MORe

Lack sufficient space (include photo)

Approved Date



Implements actions to recycle
significant portion of recyclables
(describe in Notes)

Approved Date



Generates less than one-half of cubic
yard of organic waste per week

Approved Date



Limited exemption for extraordinary
circumstances or events (explain in
Notes)

Approved Date



Appendix – Overview of Minerva®

1.3 Upload Data to/from Haulers Billing System

Minerva® has an existing application program interface (API) that enables the City's waste hauler to directly import data into Minerva®. Minerva®'s API enables data transfer automatically either one way, or back and forth, between two different systems, on an on-going basis. The API interface is shown below in Image 8.

Image 8 – Minerva® REST API Interface

The screenshot displays the 'Web Services Profiles' configuration page for 'Profile 1'. The interface includes tabs for 'Account Users', 'Groups', and 'Web Services Profiles'. The 'General Information' section contains fields for 'Disable', 'Description/Purpose', 'First Name' (John), 'Last Name' (Doe), and 'Email Address' (john.doe@acme.com). The 'Access' section is highlighted and contains the following details:

- Protocol: REST
- Token Endpoint URL: https://c0.caspio.com/oauth/token
- Documentation URL: https://c0.caspio.com/rest/swagger
- Client ID: 932885674a5324d17959d542ba
- Client Secret: 730bf4a0ef4e04d3c89ffa7980

Below the 'Access' section, there is a 'Permissions' section with two checked options: 'Enable access to all objects' and 'Profile can create objects'. The 'Optional IP Restrictions' section shows 'Default Access' set to 'Allow all' and 'IP Address Filtering' with links to 'Add Single IP' and 'Add IP Range'. At the bottom right, there are 'Cancel' and 'Create' buttons.

Appendix – Overview of Minerva®

1.4 Education and Outreach

Minerva® has the ability to add education and outreach information at the customer level.

- Retains customer-specific history of notes, letters, photos and site visits.
- Allows users to take and post photos from mobile devices.
- Tracks history of customer outreach communications.
- Image 9 shows the Customer Account Notes View.

Image 9 – Customer Account Notes View

The screenshot displays the 'Customer Account Notes' interface. At the top, there is a navigation bar with tabs: 'Customer Account Profile', 'Customer Services', 'Waste Services', 'Service History', 'Customer History', and 'Notes' (which is active). Below the navigation bar, the title 'Customer Account Notes' is followed by three fields: 'Customer Account #: 35680', 'Customer Account: ALBERTSONS #SVUD01281', and 'Customer Account Address: 145 S MAIN CA 92869-3530'. The main content area features a 'File Upload' section with a 'Choose File' button and a '+ New Note' button. Below this is an 'Export' button. The central part of the interface is a table with columns: 'Date', 'Category', 'Notes', 'Created By', 'Role', and 'Documents and Images'. The table contains three rows of data. Below the table is a 'Review History' section with columns: 'Review Date', 'Follow Up Date', 'Email', 'Prepared By', and 'Initials'. It contains two rows of data. At the bottom right of the 'Review History' section is a '+ Add' button.

Date	Category	Notes	Created By	Role	Documents and Images
11/10/2020		Added a New Service for Sub Account 123 with Material type: Recyclables	David Davis	Admin	Edit Delete
9/9/2020	Self Haul	Self-hauls cardboard	Bill Weather	City	Albertsons Bales of Cardboard.jpg Edit Delete
1/17/2019	Current Services	Added a New Service for Sub Account 87-13-WS1-133 CUEBFTL with Material type Waste			Edit Delete

Review Date	Follow Up Date	Email	Prepared By	Initials
10/13/2020	10/20/2021	dave@msw-consultants.com	David Davis	D.D.
		dave@msw-consultants.com		D.D.

Appendix – Overview of Minerva®

1.5 Upload and Export Image Files and Documents

Documents, images and PDF files can be easily uploaded or exported.

- Upload or export to/from an individual customer notes tab.
- Access and post an image or document file via desktop computer or mobile device, by directly taking a picture and saving to Minerva® via mobile device.
- Image 10 shows the Customer Account Notes View with an uploaded photo.

Image 10 – Customer Account Notes View

Customer Account Notes

Customer Account: 21186 Customer Account: ABBOTTSONS 4516101234 Customer Account Address: 110 S MAIN CA 90081 8000

Category: - Select Notes: - Select

File Upload

+ New Note

Export

Date	Category	Notes	Created By	Role	Documents and Images
11/10/2018		Added a New Service Log Due Account Size with Material Type: Redwood Deck	David	Admin	Edit Delete
11/10/2018	Self Help	Self Help content	David	Admin	Edit Delete
11/10/2018	Current Services	Added a New Service Log Due Account #143 WST 135 GLEDFIL and Machine Type: Waste	David	Admin	Edit Delete

Review History

Review Date	Follow Up Date	Email
11/10/2018	11/10/2018	dave@smw-consultants.com

D.D. + Add

Appendix – Overview of Minerva®

1.6 Access to the System by Multiple Users

Image 11 shows the four user role types, Admin, City, Hauler, and Staff.

The staff role is a view-only role for users who only need to view data and run reports.

Image 11 – Add User View – Shows Multiple Roles

Home Reports Manage Profiles City of Castle Rock Settings Logout

Add User

First Name* City

Last Name* State California

Email* Country U.S.

Phone Phone icon Postcode dave@msw-consultants.com

Ext Ext icon Role - Select -

Address Line 1 Active Status - Select -

Address Line 2

Company* Profile Photo

Submit

1.7 Search and Export of Information

Image 12 shows the search query fields that can be used to locate a specific customer.

Image 12 – Add User View – Shows Multiple Roles

Customer Accounts

Street Address Customer Customer Type Search Reset

Customer Account Customer Account # Hauler + New Account

Export

City	Customer	Customer Account	Customer Type	Street #	Street Address1	Hauler	
Castle Rock	ORANGE COUNTY FARM SUPPLY	ORANGE COUNTY FARM SUPPLY	20210	Commercial	1026	CHAPMAN	Arms Discard View Delete

Records 11 of 1

Appendix – Overview of Minerva®

1.8 Add Additional Fields

The Minerva® platform is flexible and can be enhanced with additional data fields specific to the City. Image 13 shows the waste characterization form.

Image 13 – Waste Stream View – Additional Fields

Waste Stream

Customer Account #: 29018 Customer Account: ORANGE COUNTY FARM SUPPLY Customer Account Address: 1826 W CHAPMAN CA 92868 2695

Type of Recyclables

Mixed Paper

Plastic

Texttiles

CRV

Metal

OCC

% Recyclables

Type of Organics

Foodwaste

Food-soiled Paper

Yardwaste

Prunings

Woodwaste

Recoverable Edible Foodwaste

% Organics

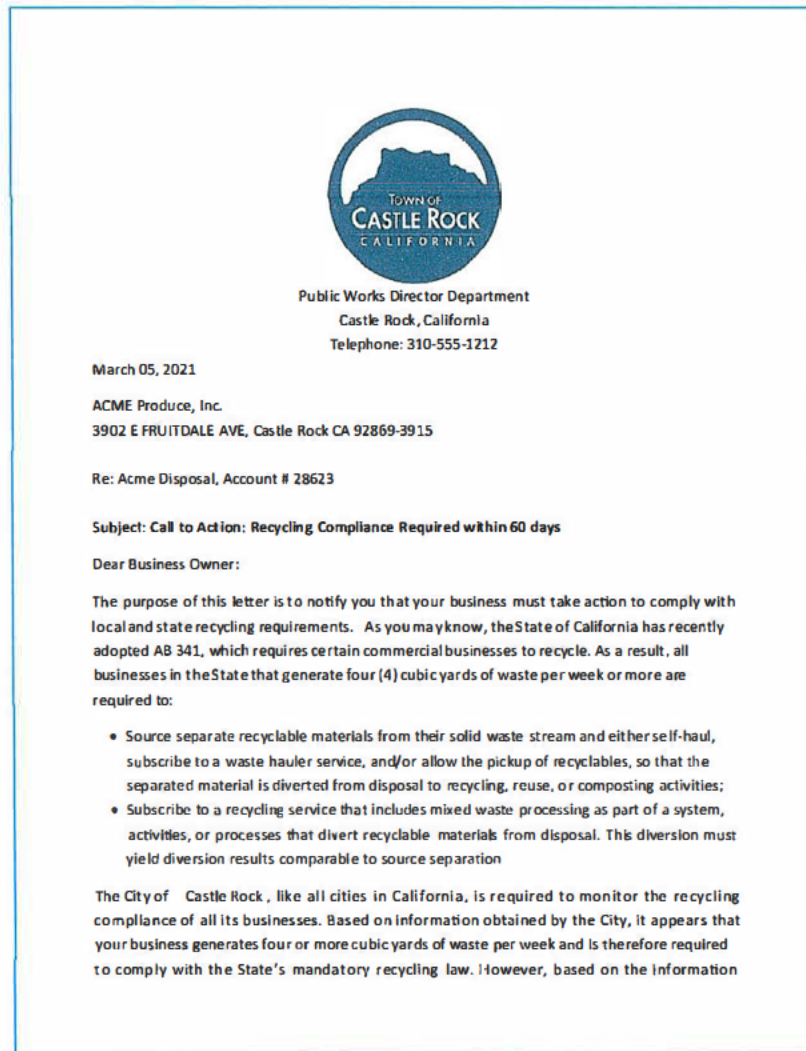
 Update

Appendix – Overview of Minerva®

1.9 Create Notification Letters

Minerva® generates customer-specific 'Call-To-Action' letters, which can be modified to serve as Notice of Violation letters. An example is shown in Image 14.

Image 14 – Notification Letter



Appendix – Overview of Minerva®

1.10 Security Features

Minerva® employs an AWS cloud-based server system located in Virginia to host its database services. These services are protected down to record level encryption both at rest and in-transit. In addition, Minerva® can be integrated with a jurisdictions' existing IT infrastructure using either single-sign-on (SSO) or SAML2.0 based authentication.

Security features include:

- Login page employing encrypted user password input and captcha fields.
- Security Assertion Markup Language integration (SAML 2.0) authorization integration (Optional).
- Data encrypted in transit and at rest.
- Record-level encryption.
- User-based password management (users recover their own password).
- Vanity URL, Web Access Firewall (WAF), and dedicated IP address use (Optional).
- Access by selected IP address range for a further structured security program.

1.11 Audit Log Tracks Who Make Changes

Ability to track changes including:

- Successful and unsuccessful log in attempts.
- Manage users' data.
- Changes in customer data, service data and user profiles.
- System time out.

1.12 Register and Upload Reports from Customers

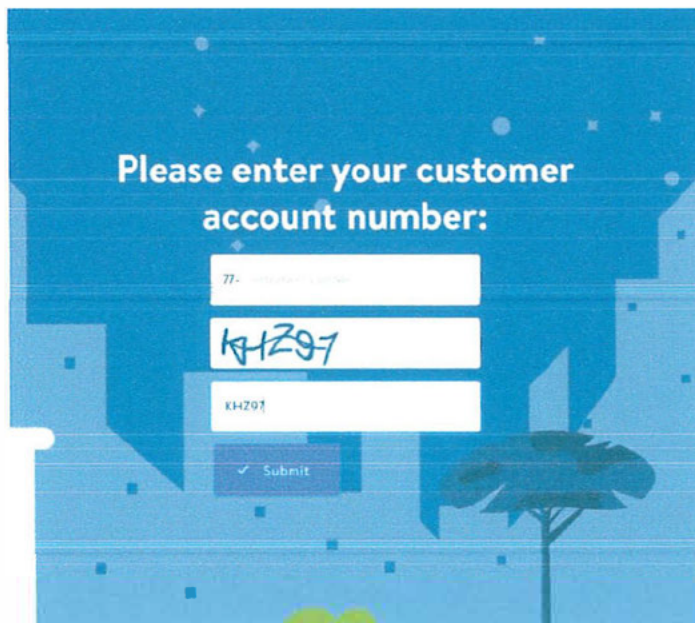
Minerva® has recently released an enhanced outreach workflow program called "Virtual Outreach" using City-specific outreach questionnaires.

- This program is flipping the tables on the prior method of calling and visiting each and every waste hauler in the City.

Appendix – Overview of Minerva®

- Instead, using either utility billing statement inserts or direct email, waste generators are directly requested to logon, and self-certify their recycling status and/or request assistance and follow-up. Submitted forms, (Image 16 on page A-14) are immediately posted to each customer's online account or available for pdf download.
- The City then manages the responses online. Document storage is built in, with no additional time required to scan, upload, organize and file into the Implementation Record. This is shown in Image 17 on the following page.

Image 15 – Customer Sign-on

The image shows a digital sign-on interface with a blue background featuring a stylized city skyline and a tree. The text "Please enter your customer account number:" is displayed in white. Below this text are three input fields. The first field is empty and has a placeholder "77-". The second field contains the handwritten number "KH297". The third field contains the printed number "KH297". Below the input fields is a blue button with a white checkmark and the text "Submit".

Please enter your customer account number:

77-

Appendix – Overview of Minerva®

Image 16 – Sample Online Self-Certification Outreach Form

AB 1826 BUSINESS REPORTING FORM

Welcome to the City of organics recycling response form.
As mentioned in the letter you received all businesses in California are required to recycle their organic waste.
The City is required to track the recycling activity of each of its businesses.
Please respond to the following three questions by checking the appropriate box(es); entering your information, and click on the Submit button.

Customer Account #: 0018685 **Customer Account Address:** 426 W ALMOND CA 92866-1300

1. What is the status of your organic waste recycling program (check all that apply)?

☐ ACTIVE. Our business currently diverts organic waste, such as food waste or green waste, from the landfill.

☒ NON-COMPLIANT. Our business currently does not have an organics recycling program in place.

☐ NOT APPLICABLE. Our business does not generate any organic waste materials such as food waste or green waste.

Please identify below any concerns or issues you have with establishing an organics recycling program.

2. Organic materials generated at your business include (check all that apply):

☐ Pre Consumer Food Scraps (e.g., vegetable trimmings, spoiled produce, etc.) or expired food.

☐ Post Consumer Food Scraps (e.g., plate scrapings, employee/customer discarded food).

☒ Landscaping/green waste.

Image 17 – Online Self-Certification Form Management

[Outreach](#)

Outreach
AB 1826 Outreach

[Download Data](#)

Customer Account #	Customer Account	Customer Address	Customer Type	Total CY	Last Sent	Last Completed	Exempt	Status	
0053452	MAN ORANGE LIQUOR & DELI	535 N TUSTIN CA 92667-7611	Commercial	2		11-4-2021	Yes	Incomplete	View
0053452	MAN ORANGE LIQUOR & DELI	535 N TUSTIN CA 92667-7611	Commercial	2		11-4-2021	Yes	Accurate	View
0053453	MAN ORANGE LIQUOR & DELI	535 N TUSTIN CA 92667-7611	Commercial	2		11-4-2021	Yes	Accurate	View
0053453	MAN ORANGE LIQUOR & DELI	535 N TUSTIN CA 92667-7611	Commercial	2		11-4-2021	Yes	Accurate	View
0053453	MAN ORANGE LIQUOR & DELI	535 N TUSTIN CA 92667-7611	Commercial	2		11-4-2021	Yes	Accurate	View
0053453	MAN ORANGE LIQUOR & DELI	535 N TUSTIN CA 92667-7611	Commercial	2		11-4-2021	Yes	New	View
0053453	MAN ORANGE LIQUOR & DELI	535 N TUSTIN CA 92667-7611	Commercial	2		11-4-2021	Yes	New	View
0048685	LIQUOR DOORS	426 W ALMOND CA 92866-1300	Commercial	2		11-4-2021	No	New	View

ATTACHMENT B

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) N/A, if any.

By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's cover letter.

[Redacted Signature]

David L. Davis

Type or print name of person signing

President

Title

[Redacted Address]

Consultant Mailing Address

Form of Business (circle one of the following):

Sole Proprietor/Individual

Partnership

Corporation

Limited Liability Company (LLC)

If a corporation, the State where it is incorporated: California

27-3196520

Vendor's Tax ID Number (FEIN)

MSW Consultants

Company Name

[Redacted Phone Number]

Phone Number

N/A

Fax Number

www.msw-consultants.com

Website Address

[Redacted Email Address]

E-mail Address



**SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT**

October 14, 2021

Mr. Joe Ames
Public Works Director
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Cost Proposal to Provide Solid Waste Management Consulting Services

Dear Mr. Ames:

We propose to perform the tasks in the Scope of Work in our proposal for the not to exceed amount of \$119,580 in fiscal 2022, \$82,240 in fiscal 2023, and \$82,240 in fiscal 2024. Our not-to exceed amounts are based on the hours and billing rates for each of our staff members shown below in Table 1 and on the following page in Table 2 and Table 3. If the City requests that we perform additional work outside the scope of work, we will do so at the same hourly rates. We will obtain the City's written approval prior to performing any additional work outside the scope of service. Our hourly billing rates include our salary costs, reimbursable costs, and indirect costs.

Table 1 – Proposed Not-to-Exceed Fees - July 1, 2021 to June 30, 2022

Task	Description	David Davis Project Manager	Craig Stroud Senior Consultant	Girard Mobley Project Analyst	Chen Newman Project Analyst	Total Hours	Total Cost
1	Project Administration	12	12	12	12	48	\$7,980
2	Propose Municipal Code Revisions	4	4	48	4	60	\$9,480
3	Update Franchise Agreement to Conform with SB 1383	16	4	64	4	88	\$14,240
4	Negotiate and Calculate CR&R Compensation for Any New Programs	8	4	12	24	48	\$7,760
5	Implement Compliance Reporting Method	8	64	64	8	144	\$23,240
6	Develop and Implement an Inspection and Compliance Program	8	12	4	4	28	\$4,740
7	Prepare, Implement, and Review Public Education Materials	8	8	4	4	24	\$4,080
8	Analyze the City's Food Scraps Collection and Recycling Program	4	2	12	2	20	\$3,260
9	Implement an Edible Food Recovery Program	4	8	40	8	60	\$9,520
10	Assist with CalRecycle Reporting Requirements	24	16	80	80	200	\$32,000
11	Assist with Applying for Any New Grant Funding Opportunities	4	4	8	4	20	\$3,280
Total Hours		100	138	348	154	740	
Hourly Rate		\$190	\$165	\$155	\$155		
Subtotal Fees		\$19,000	\$22,770	\$53,940	\$23,870		\$119,580

41760 IVY ST., SUITE 203, MURRIETA, CALIFORNIA 92562
(951) 694-4001 (951) 704-9776 (CELL)
WWW.MSW-CONSULTANTS.COM



SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT

Mr. Joe Ames
October 14, 2021
Page 2 of 3

Table 2 – Proposed Not-to-Exceed Fees – July 1, 2022 to June 30, 2023

Task	Description	David Davis Project Manager	Craig Stroud Senior Consultant	Girard Mobley Project Analyst	Chen Newman Project Analyst	Total Hours	Total Cost
1	Project Administration	12	12	12	12	48	\$7,980
2	Oversee Waste Contract (rate adjustments, safety monitoring, etc.)	8	8	48	8	72	\$11,520
3	Monitor and Maintain Generator Compliance Reporting	8	56	56	4	124	\$20,060
4	Prepare, Implement, and Review Public Education Materials	8	8	4	4	24	\$4,080
5	Oversee Edible Food Recovery Program	4	8	40	8	60	\$9,520
6	Assist with CalRecycle Reporting Requirements	24	16	80	40	160	\$25,800
7	Assist with Applying for Any New Grant Funding Opportunities	4	4	8	4	20	\$3,280
Total Hours		68	112	248	80	508	
Hourly Rate		\$190	\$165	\$155	\$155		
Subtotal Fees		\$12,920	\$18,480	\$38,440	\$12,400		\$82,240

Rates will be adjusted each year in conformance with Exhibit C to the agreement with the City.

Table 3 – Proposed Not-to-Exceed Fees - July 1, 2023 to June 30, 2024

Task	Description	David Davis Project Manager	Craig Stroud Senior Consultant	Girard Mobley Project Analyst	Chen Newman Project Analyst	Total Hours	Total Cost
1	Project Administration	12	12	12	12	48	\$7,980
2	Oversee Waste Contract (rate adjustments, safety monitoring, etc.)	8	8	48	8	72	\$11,520
3	Monitor and Maintain Generator Compliance Reporting	8	56	56	4	124	\$20,060
4	Prepare, Implement, and Review Public Education Materials	8	8	4	4	24	\$4,080
5	Oversee Edible Food Recovery Program	4	8	40	8	60	\$9,520
6	Assist with CalRecycle Reporting Requirements	24	16	80	40	160	\$25,800
7	Assist with Applying for Any New Grant Funding Opportunities	4	4	8	4	20	\$3,280
Total Hours		68	112	248	80	508	
Hourly Rate		\$190	\$165	\$155	\$155		
Subtotal Fees		\$12,920	\$18,480	\$38,440	\$12,400		\$82,240

Rates will be adjusted each year in conformance with Exhibit C to the agreement with the City.



SOLID WASTE CONSULTANTS
TO LOCAL GOVERNMENT

Mr. Joe Ames
October 14, 2021
Page 3 of 3

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to e-mail me at [REDACTED]

Sincerely yours,

[REDACTED]

David Davis, CMA
MSW Consultants, Inc.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: October 26, 2021

SUBJECT: BEAUTIFICATION AWARDS PROGRAM

REPORT IN BRIEF:

Consideration of a Beautification Awards Program to recognize residents and businesses that demonstrate community pride in living in the City of Stanton. The City would like to recognize homes and businesses that are well kept, display beautiful landscapes, and/or exhibit unique features that enhance neighborhoods within the City.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5); and
2. Authorize City Staff to create and advertise a Beautification Awards Program; and
3. Provide direction to Staff as to when and how often the Beautification Contest is to be held; and
4. Provide direction to Staff as to who should serve on the Beautification Contest judging panel.

BACKGROUND:

Beautification Contests have been conducted in the cities of La Habra, Buena Park, La Palma, Garden Grove, and Fountain Valley, with the purpose of encouraging the beautification of residential and commercial property. These cities typically hold their contests either annually or seasonally.

The composition of Beautification Contest judging committees varies. La Habra's Beautification Committee is comprised of four Chamber of Commerce appointees and three City Council appointees. Buena Park has a seven-member Beautification-Environmental Commission set out on a judging bus tour to evaluate the nominees. Similarly, La Palma has their Home Spotlight Awards program run by their Community Activities and Beautification Committee. The Garden Grove Pride and Business

Beautification Programs were judged by volunteers and the general public across multiple zone districts. Fountain Valley's beautification committee consisted of two planning commissioners and the planning director.

ANALYSIS/JUSTIFICATION:

Through a Beautification Awards Program, the City would recognize residents and businesses who renovate and improve the aesthetics of their properties. The City can recognize residents and businesses that have consistently maintained their properties in an attractive manner, as well. Additionally, the contest can also reward entities that showcase environment-friendly elements, such as drought-tolerant plants. Beautification on a community-wide scale could potentially increase property values and promote community pride.

FISCAL IMPACT:

The winners of the Beautification Contest will each be recognized with an award plaque at a future City Council meeting. The cost of an award plaque is nominal and can be funded out of the General Fund.

ENVIRONMENTAL IMPACT:

None. This item is not a "project" under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) pursuant to Section 15378(b)(5). The creation of a Beautification Awards Program is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

- 5. Provide a high quality of life.
- 7. Promote environmental stewardship and sustainable operations.

PUBLIC NOTIFICATION:

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

Prepared by:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment(s):

A. Nomination Form



2021 Stanton Beautification Award Nomination Form

The City's Beautification Award Program recognizes Stanton homes and businesses that have demonstrated *Community Pride and Forward Vision* through the exceptional curb appeal of their property. To nominate a local home or business, please complete this form and submit it online at [www.StantonCA.gov/\[WEBPAGE\]](http://www.StantonCA.gov/[WEBPAGE]), by email to JHuynh@StantonCA.gov, by mail, or in person to Stanton City Hall, c/o Jason Huynh.

Homeowner/Business Name: _____

Home/Business Address: _____

Reason(s) for Nomination (check all that apply):

☐ Homeowner/Business owner has made **substantial improvements** to the exterior of the property within the past year. (Examples: painting, landscaping, signage, etc.)

☐ Homeowner/Business owner has **continued to maintain** their property in an aesthetically pleasing condition.

☐ Home/Business has a **unique, distinctive feature** that enhances the community's appearance.

☐ Home/Business has features that are **environmentally friendly**. (Examples: drought-tolerant landscaping, water-saving irrigation, energy-efficient lighting, solar panels, etc.)

Briefly describe why you feel the property should win a Beautification Award:

Please attach **up to three photos** of the property's exterior.

Nominated By: _____

Phone Number: _____ Email Address: _____

Nominations are due by [TIME] on [DAY], [DATE].

Winners will be announced and notified on [DATE] and honored at the [DATE] City Council meeting with an engraved plaque.

If you have any questions, please contact Jason Huynh at (714) 890-4275 or JHuynh@StantonCA.gov.



7800 Katella Avenue
Stanton, CA 90680



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



Stanton@StantonCA.gov
www.StantonCA.gov