

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 (Closed Session) of the City Council / Successor Agency / Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on November 22, 2022, commencing at 5:30 p.m. at 7800 Katella Avenue, Stanton, CA 90680.

The Agenda for the Special Meeting (Closed Session) is attached to this Notice and Call.

Dated: November 17, 2022

s/ Patricia A. Vazquez, City Clerk / Secretary

SAFETY ALERT – NOTICE REGARDING COVID-19

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

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

- Attend in person and complete and submit a request to speak card to the Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" (*insert the item number relevant to your comment*). Comments received no later than 4:30 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

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

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245. NOTIFICATION BY 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



**AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
SPECIAL AND JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA 90680**

**TUESDAY, NOVEMBER 22, 2022
SPECIAL CLOSED SESSION - 5:30 P.M.
JOINT REGULAR SESSION - 6:30 P.M.**

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

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

1. CLOSED SESSION (5:30 PM)

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

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

4. CLOSED SESSION

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

Number of Potential Cases: 2

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)
8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)
8940 Tina Way, Anaheim, CA (APN 126-481-12)

8950 Tina Way, Anaheim, CA (APN 126-481-13)
8960 Tina Way, Anaheim, CA (APN 126-481-14)
8970 Tina Way, Anaheim, CA (APN 126-481-15)
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

Negotiating Parties: Hannah Shin-Heydorn, City Manager, City of Stanton
Hannah Shin-Heydorn, Executive Director, Housing Authority
Hannah Shin-Heydorn, Executive Director, Successor Agency
David M. Cook and Chaicran Daphnie, Owner
Jennie Trust, Owner
Nga Summer Thien Trang (Trang Trust), Owner
Ngoc Trieu and Andy Pham, Owner
Sky Nguyen / Nguyen Sky SN Living Trust, Owner
Steven W. Reiss Trust (Steven W. Reiss), Owner
Tammy T. Doan and H. Le Harvey, Owner
Trachy Family Trust (Phillip R. Trachy), Owner

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

5. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)**
6. **ROLL CALL** Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Ramirez
Mayor / Chairman Shawver
7. **PLEDGE OF ALLEGIANCE**
8. **SPECIAL PRESENTATIONS AND AWARDS** **None.**
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 October 21, 2022 – November 3, 2022, in the amount of \$2,178,671.76.

9C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – November 8, 2022.

9D. SEPTEMBER 2022 INVESTMENT REPORT

The Investment Report as of September 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. 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. Receive and file the Investment Report for the month of September 2022.

9E. SEPTEMBER 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of September 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2022.

9F. SEPTEMBER 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended September 30, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of September 30, 2022.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's September 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended September 30, 2022.

9G. RESOLUTION APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

Pursuant to the Political Reform Act ("Act"), the City Council directed staff to: (1) conduct a review of the City's Conflict of Interest Code ("Code") to determine if a change in the Code was necessary; (2) file a biennial notice regarding the results of the review no later than the required deadline; (3) revise the Code if necessary based upon such review; and (4) submit the amended Code to the City Council for adoption and approval, in accordance with Section 87303 of the Act.

During the review process, staff found that amendments to the City's Conflict of Interest Code are necessary. A redline version of the proposed amended Code is attached.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve and adopt Resolution No. 2022-44, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974".

9H. AMENDMENT OF AGREEMENT FOR CONSULTING SERVICES WITH KTGy FOR THE PREPARATION OF THE TOWN CENTER SPECIFIC PLAN

Due to staffing changes among the consultant team, additional time is requested to complete the Town Center Specific Plan and associated studies. The original term of the contract ended June 30, 2022. Staff requests the Council authorize an extension to June 30, 2023.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Amendment to the Agreement for Consulting Services with KTGy to extend the term of the contract to June 30, 2023; and
3. Authorize the City Manager to execute the Amendment between the City of Stanton and KTGy.

9I. AWARD OF CONTRACT TO DISABILITY ACCESS CONSULTANTS, LLC TO PROVIDE AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN DEVELOPMENT SERVICES AND APPROPRIATION OF FUNDS (TASK CODE 2022-839)

City staff released a Request for Proposal (RFP) soliciting proposals to provide professional ADA self-evaluation and transition plan development services. Disability Access Consultants, LLC is the best qualified firm to provide the professional services and staff is recommending award of contract to that firm. In addition, staff is requesting City Council approval for an appropriation of \$20,000 from the Gas Tax Fund (#211) to increase the budget for the ADA Self-Evaluation and Transition Plan project from \$90,000 to \$110,000.

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 to Disability Access Consultants, LLC to provide professional ADA Self-Evaluation and Transition Plan development services for a maximum contract amount of \$99,730; and
3. Authorize the City Manager to bind the City of Stanton and Disability Access Consultants, LLC in a contract to provide the services; and

4. Authorize the City Manager to approve a contingency in the amount of \$10,000 to Disability Access Consultants, LLC; and
5. Appropriate \$20,000 from the Gas Tax Fund (#211) to increase the ADA Self-Evaluation and Transition Plan Development project's budget to \$110,000.

9J. PROFESSIONAL SERVICES AGREEMENT FOR SPLASH PAD MAINTENANCE

As the current contract is set to expire on November 30, 2022, City staff released a Request for Proposal (RFP) soliciting proposals to provide professional splash pad maintenance services at Stanton Central Park and Harry M. Dotson Park. California Waters Development, Inc. DBA California Waters is qualified to provide the professional services and staff is recommending award of contract to that firm.

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 to California Waters Development, Inc. DBA California Waters to provide professional splash pad maintenance and repair services for a maximum contract amount of \$14,940 annually, excluding CPI adjustments as provided for in the Professional Services Agreement; and
3. Authorize the City Manager to bind the City of Stanton and California Waters Development, Inc. DBA California Waters in a contract to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$5,000 to California Waters Development, Inc. DBA California Waters.

9K. AWARD OF CONTRACT TO BUCKNAM INFRASTRUCTURE GROUP TO PROVIDE A PAVEMENT MANAGEMENT PLAN

City staff released a Request for Proposal (RFP) soliciting proposals to provide a professional Pavement Management Plan. Bucknam Infrastructure Group is the best qualified firm to provide the professional services and staff is recommending award of contract to the firm. In addition, staff is requesting City Council approval for an appropriation of \$26,196.

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 to Bucknam Infrastructure Group to provide a professional Pavement Management Plan for a maximum contract amount of \$23,796; and
3. Authorize the City Manager to bind the City of Stanton and Bucknam Infrastructure Group in a contract to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$2,400 to Bucknam Infrastructure Group; and
5. Appropriate \$26,196 from the Gas Tax Fund (#211).

9L. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

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

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. Reconsider the circumstances of the state of emergency; and
3. Find that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. URGENCY ORDINANCE AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

In September 2022, the California Legislature approved, and the Governor signed into law, a new bill (“SB 897”) that further amends Government Code sections 65852.2 and 65852.22—the state statutes regulating accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”), respectively. SB 897 goes into effect on January 1, 2023. If the City’s ADU ordinance does not comply with state law, then its entire ADU ordinance becomes null and void as a matter of law. The attached urgency ordinance updates the City’s ADU ordinance to comply with SB 897.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Waive further reading and find that Urgency Ordinance No. 1123 is necessary for the immediate preservation of the public peace, health or safety for the reasons stated therein, entitled:

“AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE CONSISTENCY WITH STATE REGULATIONS AND FINDING THE ACTION TO BE EXEMPT FROM CEQA”; and

3. Find that Urgency Ordinance No. 1123 is exempt from the California Environmental Quality Act; and
4. Adopt Urgency Ordinance No. 1123 to take immediate effect.

11. UNFINISHED BUSINESS

None.

12. NEW BUSINESS

12A. PUBLIC CABLE TELEVISION AUTHORITY LEASE

The Public Cable Television Authority (PCTA) is a joint powers agency representing the Cities of Stanton, Fountain Valley, and Westminster. The City of Fountain Valley has provided the PCTA with notice to terminate the existing lease agreement at City facilities. At the direction of the PCTA Board of Directors, PCTA staff was directed to identify potential office space within member cities or in the commercial market. The Council will consider authorizing the Mayor to enter into a lease agreement for a one-year term with the PCTA, effective January 1, 2023.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the Mayor to enter into a lease agreement for a one-year term with the PCTA, in a form approved by the City Attorney.

12B. AMENDMENTS TO STANTON MUNICIPAL CODE CHAPTER 5.77 – COMMERCIAL CANNABIS BUSINESSES

The Council will consider an amended and restated version of Chapter 5.77 of Title 5 of the Stanton Municipal Code related to commercial cannabis businesses. The proposed amendments clarify portions of the chapter as well as provide more recent best practices in processing, permitting, and regulating such businesses.

RECOMMENDED ACTION:

1. City Council consider and introduce for first reading Ordinance No. 1124, titled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING AND RESTATING CHAPTER 5.77 (COMMERCIAL CANNABIS BUSINESSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE STANTON MUNICIPAL CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(C)(2), 15061(B)(3) AND 15378(b)(5)"; and

2. Set Ordinance No. 1124 for second reading at the regular City Council meeting of December 13, 2022.

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.

Currently Scheduled: None.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. PURCHASING POLICY AND PROCEDURES

The City's Purchasing Policy and Procedures (Policy) were last updated in 2018. Pursuant to the Stanton Municipal Code, the Policy establishes guidelines surrounding the purchase and procurement of supplies, services, and equipment on behalf of the City. The City Council will consider updates to the Policy.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide direction to staff on desired updates to the Policy.

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 17th day of November, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

October 21, 2022 - November 3, 2022

Electronic Transaction Nos.	2185-2211	\$	260,416.43
Check Nos.	135783-135827**		1,918,255.33

TOTAL	\$	2,178,671.76
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**

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

/s/ Hannah Shin-Heydorn

City Manager

/s/ Michelle Bannigan

Finance Director

**.-Check no. 135783 was not issued. It was damaged during the check printing process.

Accounts Payable

Checks by Date - Detail by Check Number

User: JRodriguez
 Printed: 11/8/2022 11:06 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2185	GOL1321 October 20 October 21	GOLDEN STATE WATER COMPANY July 28 - Sept 28 Water Services Park September July 28 - Sept 30 Water Services Housing Authori	10/21/2022	1,433.68 7,437.16
Total for Check Number 2185:				8,870.84
2186	THE14664 NOC-PSC 8	THE ORANGE COUNTY FAMILY JUSTI Regional CBO - Focus Area #1 - Aug 2022	10/21/2022	600.00
Total for Check Number 2186:				600.00
2187	BOY13501 2001h	BOYS & GIRLS CLUBS OF GARDEN GI Regional CBO - Focus Area #1 - Sep 2022	10/21/2022	5,499.98
Total for Check Number 2187:				5,499.98
2188	KAN13336 Y5, Sep 2022 Y5, Sep 2022	SOO KANG Regional Special Dept Expense - Communicatio Regional Special Dept Expense - Vehicle - Sep 2	10/21/2022	150.00 600.00
Total for Check Number 2188:				750.00
2189	BIG13189 9	BIG BROTHERS BIG SISTERS OF ORA Regional CBO - Focus Area #1 - Sep 2022	10/21/2022	5,972.10
Total for Check Number 2189:				5,972.10
2190	SOL15043 507	SOLIDARITY Regional CBO - Focus Area #1 - Sep 2022	10/21/2022	2,937.16
Total for Check Number 2190:				2,937.16
2191	ORA15061 07-0922	ORANGE COUNTY CONSERVATION C Regional CBO - Focus Area #2, 3 - Sep 2022	10/21/2022	6,606.47
Total for Check Number 2191:				6,606.47
2192	BOY14668 TCP 307 YD408	BOYS AND GIRLS CLUB OF BUENA PA Regional CBO - Focus Area #1 - Sep 2022 Buena Park CBO - Focus Area #1 - Sep 2022	10/21/2022	8,537.54 25,350.12
Total for Check Number 2192:				33,887.66
2193	BES12575 943000 945045	BEST BEST & KRIEGER LLP Code Enforcement Fees thru 7/31/2022 Code Enforcement Fees thru 8/30/2022	10/21/2022	18,546.60 19,421.55
Total for Check Number 2193:				37,968.15
2194	JEN14424 PPE 10/08/2022	ANA JENSEN Wage Garnishment PPE 10/08/2022	10/21/2022	400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2194:				400.00
2195	PUB15477 PPE 10/08/2022	PUBLIC AGENCY RISK SHARING AUT PARS - PPE 10/08/2022	10/21/2022	1,239.84
Total for Check Number 2195:				1,239.84
2196	BEN15755 B06VZ6 B06VZ6	BENEFIT COORDINATORS CORPORAT October 2022 Delta Dental - City Share October 2022 Delta Dental - Employee Share	10/21/2022	1,826.12 218.88
Total for Check Number 2196:				2,045.00
2197	USB3019	US BANK	10/21/2022	
	ACCOC	ACCOC Leadership Conf. Reg/Council		250.00
	Ace Parking	Parking/2022 League of CA Cities Conference		15.00
	Adobe	Stock Image Subscription		29.99
	Affordable Ligh	Lights for Parks		1,395.00
	Albertsons	Summer Employee Lunch Supplies		103.64
	Amazon	Soap for handless dispensers		268.29
	Amazon	FRC Open House - Washi Tape for craft		9.78
	Amazon	IT Hardware/Electronics/Headset		163.11
	Amazon	FRC Open House - Foil Balloons		13.02
	Amazon	Parts for SCP fountain repair		273.90
	Amazon	REFUND - (1) Office Clock		-15.86
	Amazon	Computer Hardware/Peripherals/SSD/Wireless K		1,064.14
	Amazon	REFUND - (1) Paper for Halloween Decorations		-18.73
	Amazon	FRC Open House - Papel picado, backdrop bann		97.52
	Amazon	FRC Open House - Deco for food booth		15.21
	Amazon	Computer Hardware/Monitor		564.91
	Amazon	(1) Office Clock		14.98
	Amazon	Small Electronic Accessories/HDMI Cables		34.76
	Amazon	Outreach Phone Protectors		8.69
	Amazon	(1) Office Clock		15.86
	Amazon	FRC Open House - Washi Tape for craft		25.83
	Amazon	Deco for Sept KNO		10.86
	Amazon	electronic wipes for computer equipment		15.56
	Amazon	FRC Open House - Spoons for craft		32.63
	Amazon	FRC Open House - Eggs for craft		32.61
	Amazon	FRC Open House - Deco for event		39.12
	Amazon	KNO - Deco & Name Tags		39.12
	Amazon	FaCT Direct Service - Stickers for Passport		26.08
	Amazon	Case and Screen Protector for PIO Phone		40.77
	Amazon	FRC Open House - Deco for MPR & Pre-School		104.75
	Amazon	FRC Special Dept - Dish Drying Rack		23.27
	Amazon	Paper for Halloween Decorations		31.90
	Amazon.com	Computer Hardware/Computer/Mini PC		766.58
	Amazon.com	Supplies/Code Enf		31.32
	Amazon.com	Computer Hardware/Power/Surface Charger		65.19
	Amazon.com	Computer Hardware/Computer/Mini PC		793.86
	Amazon.com	Supplies/Code Enf		151.16
	Amazon.com	Office Supplies/OCSD		237.02
	Amazon.com	REFUND/Computer Hardware/Monitor (damage		-565.16
	Amazon.com	Supplies/Code Enf		31.32
	Amazon.com	Office Supplies/OCSD		43.45
	American Legion	2 - 5 X 9.5FT American flags for Veteran's Day		110.85
	B.L. Wallace Di	Parts for light repairs		44.40
	Canva	Monthly Canva Subscription		12.99
	Carniceria El C	Extra Tacos for FRC Open House		100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Carniceria El C	Tacos for FRC Open House		750.00
	Carniceria El C	Tacos for Staff - FRC Open House		63.00
	Certifix	Aug-2022/Fingerprint Rolling Fees		149.00
	CMRTA	CMRTA Conference 112-3/2022/F.Ruiz/Orange		349.00
	Command Link	Internet Coverage for City/SEP-2022		3,615.65
	Costco	FRC Open House - 8 gallons of whole milk		30.76
	Costco	FaCT Direct Service - FRC Open House-Ingredi		136.14
	Costco	Drinks and dessert for 9.30 Kid's Night Out		39.37
	Costco	Outreach Supplies		99.31
	Costco	Summer Employee Lunch Supplies		76.59
	Costco	FRC Special Dept - Water, Wipes, Lysol Spray		56.84
	Crash Champions	2019 TOYO Tacoma/VIn#64940/Vehicle Claim		13,886.47
	Digital Space	SEP-2022/City Website Hosting Service		22.00
	Dunkin Donuts	Refreshments for monthly staff meeting		13.99
	Expedia.com	Emergency Hotel Assistance		118.79
	Expedia.com	Emergency Hotel Assistance		732.52
	Facebook	Social Media Marketing		51.96
	First Choice Co	Coffee for Yard		229.39
	Five Below	Raffle prized for 9/9 Teen Night Out - 10 water t		54.38
	FlixBus US	Relocation Assistance		60.97
	Food4Less	FRC Open House - (10) Cucumbers for aquas		4.10
	Food4Less	(14) Ice Bags		37.91
	Food4Less	Distilled water for batteries		1.29
	Gallup	Strengths Assessment - Hannah Rodriguez		19.99
	Google LLC Apps	Work Order Program Usage fee 9/5/22 - 10/5/22		450.00
	GW Security	FRC Cameras		2,613.91
	Harbor Freight	(1) Insect Swatter		4.95
	Harvest Fresh M	FRC Open House - 3 bags lemons, sugar and gre		35.77
	Home Depot	parts to add circuits to Sheriff Station		384.13
	Home Depot	Graffiti supplies		41.18
	Home Depot	Public Works tools		111.50
	Home Depot	New Vacuum		259.33
	Home Depot	Public works tools		162.04
	Home Depot	Supplies for pest control at City Hall		21.68
	Home Depot	Repair plumbing at Dotson		2.71
	Home Depot	Parts for SCP fountain repair		24.90
	Home Depot	Supplies/Code Enf		61.89
	Home Depot	Supplies for repairs at EOC		30.62
	Home Depot	plywood		241.99
	Home Depot	Supplies for building maintenance		12.90
	Home Depot	Nuts, Bolts, Nails, etc.		498.01
	Home Depot	Supplies for the Public Works crew		97.15
	Home Depot	Parts for repairs at FRC		39.12
	Home Depot	Parts to repair concrete at SCP		58.17
	Home Depot	Office Supplies/OCSD Substation		106.96
	Home Depot	Parts for SCP fountain repair		19.88
	In-N-Out	Summer Employee Lunch Supplies		25.00
	Love Our Cities	Love Our Cities Membership		750.00
	Lowes	3 - 12 count packs 1.5 x 1ft flags for Veteran's D		103.28
	Lyft, Inc.	Outreach Appointment - Ride Assistance		15.99
	Lyft, Inc.	Outreach Appointment - Ride Assistance		8.18
	Lyft, Inc.	Outreach Appointment - Ride Assistance		18.89
	Lyft, Inc.	Outreach Appointment - Ride Assistance		48.90
	Magic Jump Rent	FRC Open House - Generator for event		164.50
	Michaels	Paint for Halloween Decorations		15.83
	Michaels	FaCT Direct Service - Stickers, helium & stamps		80.75
	Mitel	SEP-2022/Mitel Phone System		2,425.57
	Northgate Marke	Ingredients for aguas frescas		20.61
	NRPA	NRPA Conference Registration/Membership		1,045.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	NRPA	NRPA Conference Registration		855.00
	Orange County C	Parts to add circuits to Sheriff Station		17.24
	Petes Road Serv	Replace valve stem on tractor		187.85
	Recycle Away LL	Recycle containers for Public Facilities		1,817.81
	Riveria Motel	Housing for Client - A.Fuentes		485.00
	Smart & Final	Waters for senior food distribution volunteers		53.45
	Smart & Final	Air Wicks & Oil Warmers for FRC		66.75
	Smart & Final	Supplies/OCSD Meeting		60.91
	Smart and Final	Summer Employee Lunch Supplies		54.16
	Smart&Final	Chocolate powder for OST		9.99
	Smart&Final	Grocery bags for home delivered meals		70.66
	Solano County R	Solano County Records Birth Certificate		7.00
	Spotify	Monthly music service membership for special e		9.99
	Staples	FRC Office Supplies - Painters Tape, stickers		31.20
	Staples	(2) Laminated Parking Signs		24.00
	Staples	FRC Office Supplies - Cardstock, whiteout, expc		119.53
	Staples	(2) Laminated Halloween A-Frame Signs		24.00
	Starbucks	Raffle prized for 9/9 Teen Night Out - 10 gift car		50.00
	Station 76	Propane for torch		19.47
	Studio 6	Emergency Hotel Assistance		60.00
	Studio 6	Emergency Hotel Assistance		60.00
	Studio 6	REFUND - Emergency Hotel Assistance		-60.00
	Super King	Ingredients for aguas frescas-Jamiaca		18.66
	Target	Stanton FRC Open House		61.29
	Target	Paper for Storyboard		6.13
	Target	Magic Eraser & DD Batteries		14.84
	THe Home Depot	Supplies/Homeless Outreach		59.06
	The Ribbon Fact	4 - 50 count bags of small flag ribbons for Vetera		107.28
	TK Burgers	Summer Employee Lunch Catering		691.50
	Uline	(1) Soap dispenser for MPR		36.51
	Uline	Trash liners		940.77
	Uline	REFUND - (1) Soap Dispenser		-36.51
	Vons	Emergency Meal Assistance		20.00
	Walmart	Supplies for repairs at EOC		62.99
	Walmart	2 \$10 Little Caesars Pizza cards, 1 \$20 Walmart		40.00
Total for Check Number 2197:				43,195.93
2198	MIS16496 PPE 10/08/2022	MISSIONSQUARE PPE 10/08/22 - #302393	10/21/2022	3,515.00
Total for Check Number 2198:				3,515.00
2199	GOL1321 October 21	GOLDEN STATE WATER COMPANY July 28 - Sept 30 Water Services Housing Authoi	10/24/2022	309.65
Total for Check Number 2199:				309.65
2200	GOL1321 October 24	GOLDEN STATE WATER COMPANY Aug 9 - Sept 10 Water Services Park October 03	10/25/2022	889.34
Total for Check Number 2200:				889.34
2201	REC16138 27767 28178/28308	RECTRAC REFUNDS Refund Receipt# 27767 - Class Cancellation Refund Receipt# 28178/28308 SCP Picnic Shelt	10/26/2022	120.00 150.00
Total for Check Number 2201:				270.00
2202	INT1569 10/27/2022	INTERNAL REVENUE SERVICE (ME) Medicare - City Share	10/27/2022	2,591.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10/27/2022	(MC) Medicare - Employee Share		2,590.65
	10/27/2022	(FD) Federal Tax Withholding		20,530.19
Total for Check Number 2202:				25,712.49
2203	EDD1067	EDD	10/28/2022	
	10/27/2022	2022 Q3 Payroll Tax		1.38
	10/27/2022	State Tax Withholding		7,865.47
	10/27/2022	State Unemployment		39.91
Total for Check Number 2203:				7,906.76
2204	OCA2137 SH 63219	COUNTY OF ORANGE TREASURER- T AFIS (Fingerprinting) October 2022	10/28/2022	
Total for Check Number 2204:				1,513.00
2205	BES12575 947894	BEST BEST & KRIEGER LLP Code Enforcement Fees thru 09-30-2022	10/28/2022	
Total for Check Number 2205:				25,940.55
2206	USB13423 6671011	US BANK Admin Fees 2020 BOnds 09/01/2022 - 08/31/2022	10/28/2022	
Total for Check Number 2206:				2,000.00
2207	rec16138 25686 27548 27644 27877 27962 28037 28051 28118 28204 28302 28345 28375 28398 28400 28402	RECTRAC REFUNDS refund #25686 Civic Banquet Hall 10/15/22 Reir refund #27548 SCP Multi Purpose Room 10/16/22 refund #27644 SCP Picnic Shelter 10/16/22/Daiz refund #27877 SCP Picnic Shelter 10/22/22 Micl refund #27962 SCP Picnic Shelter 10/22/22 Rutl refund #280378 Dotson Picnic Shelter 10/16/Est refund #28051 SCP Picnic Shelter 10/22/22 Carc refund #28118 SCP Multi Purpose Room 10/23/22 refund #28204 SCP Picmic Sheter 10/23/22 Mar refund #28302 Dotson Picnic Shelter 10/15/22/A refund #28345 SCP Multi Purpose Room 10/21/22 refund #28375 SCP Picnic Shelter 10/23/22 Jenn refund #28398 SCP Picnic Shelter 10/23/22 Nidi refund #28400 SCP - Picnic Shelter 10/16/22/Al refund #28402 SCP Picnic Shelter 10/16/22/Ann	10/31/2022	
Total for Check Number 2207:				2,700.00
2208	REC16138 28639	RECTRAC REFUNDS Refund - Cancellation of Field Rentals for 11/4,	11/01/2022	
Total for Check Number 2208:				300.00
2209	MIS16496 PPE 10/22/2022	MISSIONSQUARE PPE 10/22/22 - #302393	11/02/2022	
Total for Check Number 2209:				3,515.00
2210	CAS680 PPE 10/22/2022 PPE 10/22/2022 PPE 10/22/2022 PPE 10/22/2022 PPE 10/22/2022	CA ST PERS 103 PERS - City's Share New T3 PERS - Employee Classic T2 PERS - Survivor Classic T2 PERS - Employee's Share T1 PERS - City's Share T1	11/02/2022	
Total for Check Number 2210:				5,850.67
Total for Check Number 2211:				3,267.03
Total for Check Number 2212:				7.44
Total for Check Number 2213:				1,901.17
Total for Check Number 2214:				2,952.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	PPE 10/22/2022	PERS - Survivor New T3		25.11
	PPE 10/22/2022	PERS - Employee New T3		5,286.69
	PPE 10/22/2022	PERS - City's Share-Classic T2		4,027.76
	PPE 10/22/2022	PERS - Survivor (Employee) T1		8.37
Total for Check Number 2210:				23,326.46
2211	GOL1321	GOLDEN STATE WATER COMPANY	11/03/2022	
	October 12	Sept 10 - Oct 11 Water Services Median		1,757.57
	October 12	Sept 10 - Oct 11 Water Services Building		372.81
	October 12	Sept 10 - Oct 11 Water Services Median		81.32
	October 12	Sept 10 - Oct 11 Water Services Park		5,811.07
	October 12	Sept 10 - Oct 11 Water Services Park		4,522.28
Total for Check Number 2211:				12,545.05
135784	SOC12606 582685	SO CAL INDUSTRIES Fence Rental for 8910-8920 Pacific - Aug - Sept	10/25/2022	311.94
Total for Check Number 135784:				311.94
135785	ALL12432	ALL AMERICAN ASPHALT	11/03/2022	
	199494	FY 2021/22 Citywide Street Rehabilitation Proje		983,602.51
	199949	FY 2021/22 Citywide Street Rehabilitation Proje		736,987.95
	Retention #3	Retention 5%		-49,180.13
	Retention #4	Retention 5%		-36,849.40
Total for Check Number 135785:				1,634,560.93
135786	ALL228 80519	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services - 10/2/22 - 10/1	11/03/2022	2,274.48
Total for Check Number 135786:				2,274.48
135787	AME15118 507235-RB3 507235-RB4	AMERICAN RENTALS, INC Backhoe rental for Sept Backhoe rental for Oct	11/03/2022	4,748.25 3,893.92
Total for Check Number 135787:				8,642.17
135788	ATT377	AT&T	11/03/2022	
	10/11/2022	Cerritos/Knott- Sept		24.87
	10/11/2022	Cerritos/Dale- Sept		24.87
	10/11/2022	Cerritos/Magnolia- Sept		0.55
	10/17/2022	Corporate Yard and City Hall - Sept		445.95
	10/24/2022	Cerritos Intercon - Sept-Oct		400.62
	10/24/2022	DMV Access Line - Sept-Oct		55.25
Total for Check Number 135788:				952.11
135789	AUT14715 77994867	AUTOMATED GATE SERVICES, INC Repairs to rear gate at City Hall	11/03/2022	237.00
Total for Check Number 135789:				237.00
135790	AUT12223 4072644835	AUTOZONE INC. Tools for vehicle repair	11/03/2022	16.41
Total for Check Number 135790:				16.41
135791	BEA14942 16830	BEAR ELECTRICAL SOLUTIONS, INC Maintenance Service - Sept	11/03/2022	1,045.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	16854	Traffic Signal Response - Sept		4,736.00
		Total for Check Number 135791:		5,781.00
135792	BOY13501 2023F	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Boys & Girls Club	11/03/2022	3,819.87
		Total for Check Number 135792:		3,819.87
135793	C3O13388 INV152812	C3 TECHNOLOGY SERVICES CH/Sharp Copier/Toner/Maintenance/C3 9/15/22	11/03/2022	568.25
		Total for Check Number 135793:		568.25
135794	CAA556 30869 30924	CA AUTO & BRAKE INC Oil change and fluid check on Ford Fusion Oil Change on Ford F23 2021	11/03/2022	296.78 169.41
		Total for Check Number 135794:		466.19
135795	CAS662 610147	CA ST DEPT OF JUSTICE SEP2022/ FINGERPRINTS	11/03/2022	343.00
		Total for Check Number 135795:		343.00
135796	CER13489 2022-514	CERTIFIED ROOFING SPECIALISTS C&D Deposit Refund #2022-514/ Certified Roof	11/03/2022	309.00
		Total for Check Number 135796:		309.00
135797	CHA735 64157 64231 64377	CHARLES ABBOTT ASSOCIATES, INC Inspection Services APRIL-22/Bldg/Safety Inspection Services May-22/Bldg/Safety Inspection Services June-22/Bldg/Safety	11/03/2022	34,512.56 18,990.14 91,280.98
		Total for Check Number 135797:		144,783.68
135798	COR14961 14745	CORNERSTONE COMMUNICATIONS Regional CBO - Public Relations Services (Sep 22)	11/03/2022	10,000.00
		Total for Check Number 135798:		10,000.00
135799	CSM12022 200014805	CSMFO Orange County Chapter Meeting - S. Cox	11/03/2022	50.00
		Total for Check Number 135799:		50.00
135800	CSU14679 AR172378 AR172387	CSU FULLERTON ASC Regional CBO - Focus Area #1 - Sep 2022 Regional CBO - Focus Areas #1, 2 - Aug-Sep 20	11/03/2022	13,847.34 1,291.72
		Total for Check Number 135800:		15,139.06
135801	ECS1065 17194	ECS IMAGING INC Annual Support/ Consulting/ Upgrade to Cloud f	11/03/2022	6,150.00
		Total for Check Number 135801:		6,150.00
135802	ELI16482 27530 27530 27530 27530	ELI SANTOS Deposit Refund #27530 Eli Santos/SCP Multi Pt Indoor Rental Cancellation #27530/SCP Multi Pt Cancellation Fee for #27530/ SCP Multi Purpose Event Insurance Refund #27530/ SCP Multi Purp	11/03/2022	200.00 280.00 -35.00 85.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135802:				530.00
135803	FRI13695 FY2223-03	FRIENDLY CENTER, INC Contractual Services (FaCT) Friendly Center	11/03/2022	2,361.46
Total for Check Number 135803:				2,361.46
135804	GRO16476 511893	GROUND PENETRATING RADAR SYS Radar for underground facilities for shade struct	11/03/2022	1,100.00
Total for Check Number 135804:				1,100.00
135805	HIL1466 80654 80751 80794	HILL'S BROS LOCK & SAFE INC 2 locks for SCP gate Duplicate interior keys for City Hall Two new master locks for gates	11/03/2022	45.13 18.49 67.43
Total for Check Number 135805:				131.05
135806	INT16247 PPE 10-22-2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 10-22-2022	11/03/2022	161.00
Total for Check Number 135806:				161.00
135807	INT1579 FY2223-03STN	INTERVAL HOUSE Contractual Services (FaCT) Interval House	11/03/2022	1,433.25
Total for Check Number 135807:				1,433.25
135808	JESS1648 27928	Jesse De La Cruz Refund for Class Cancellation (YMCA Gymnast	11/03/2022	34.00
Total for Check Number 135808:				34.00
135809	HUN12150 STA1FOG12208 STA1MS412208	JOHN L. HUNTER & ASSOCIATES, INC FOG-Aug 2022 NPDES - Aug 2022	11/03/2022	5,962.50 6,347.58
Total for Check Number 135809:				12,310.08
135810	KAR16479 27403	Karen Harrison Deposit Refund #27403 Karen Harrison	11/03/2022	200.00
Total for Check Number 135810:				200.00
135811	MAR16480 27493	MARIENOR LIBREA Deposit Refund #27493 Marienor Librea	11/03/2022	150.00
Total for Check Number 135811:				150.00
135812	MIN15024 35793 35928	MINUTEMAN PRESS (250) Business Cards/HOC/A. Palencia (250) Business Cards/ Code Enf/ D. Urbina	11/03/2022	53.81 53.81
Total for Check Number 135812:				107.62
135813	PRO16484 2022-525	Prodigal Enterprises LLC C&D Deposit Refund #2022-525	11/03/2022	858.00
Total for Check Number 135813:				858.00
135814	QUA15782	QUALITY MANAGEMENT GROUP, INC	11/03/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2022-08-PR	CM & Maintenance Salaries for Tina Pacific Dev		8,016.66
	2022-09	Property Management Svcs for Tina Pacific Dev		6,250.00
	2022-09-PR	CM & Maintenance Salaries for Tina Pacific Dev		8,016.66
	2022-10	Property Management Svcs for Tina Pacific Dev		6,250.00
	2022-10-PR	CM & Maintenance Salaries for Tina Pacific Dev		8,016.66
Total for Check Number 135814:				36,549.98
135815	RJM2515	RJM DESIGN GROUP INC	11/03/2022	
	35276	Design for Premier Park Renovation		3,117.00
	35303	Consulting services for the Dog Park Design Pro		3,219.95
Total for Check Number 135815:				6,336.95
135816	RUB16478	Ruben Velazquez	11/03/2022	
	28284	Deposit Refund #28284 Deduct \$20 extended cl		150.00
	28284	Cancellation Fee		-20.00
Total for Check Number 135816:				130.00
135817	SAR16222	AMRIT SARKER	11/03/2022	
	27930/25012	Deposit Refund #27930 & #25012 for 9/23,9/24,		1,100.00
	27930/25012	Security Deposit Refund #27930 & #25012 for		732.35
Total for Check Number 135817:				1,832.35
135818	SOC2734	SO CAL EDISON	11/03/2022	
	10/25/22	Electric Service-Medians - Oct		24.25
	10/25/22	Stanton District Light - Oct		51.26
	10/26/2022	Electric Svc/ Tina Pacific		69.56
	10/26/22	Electric Service - Building - Oct		11,455.32
Total for Check Number 135818:				11,600.39
135819	SOC12606	SO CAL INDUSTRIES	11/03/2022	
	594582	Fence Rental for 10652 Bell Street - Nov		59.11
	594983	Fence Rental for Magnolia Ave./Tina Way - Nov		603.27
	595527	Fence Rental for 8970 Pacific - Nov		231.21
	595528	Fence Rental for 8870 Pacific - Nov		208.58
Total for Check Number 135819:				1,102.17
135820	BCN14064	SOLEX - FUSION	11/03/2022	
	132208288	AUG-22/LAN Lines for City Hall/FRC/Corp Yar		1,300.65
	132215294	SEP-22/LAN Lines for City Hall/FRC/Corp Yar		1,300.45
Total for Check Number 135820:				2,601.10
135821	WAT13601	SOUTHLAND AUTOMOTIVE WORKS	11/03/2022	
	28011	Repair 2 Flat Tires		50.00
Total for Check Number 135821:				50.00
135822	STA2817	STAPLES BUSINESS CREDIT	11/03/2022	
	1644465952	Supplies/Building Maintenance		301.53
	1644465952	Office Supplies/Parks & Rec		246.12
	1644465952	Supplies/SCP		50.18
	1644465952	Office Supplies/Engineering		126.30
	1644465952	Office Supplies/Comm Dev		161.07
Total for Check Number 135822:				885.20

ATTACHMENT A

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135823	THO13835 39274415	THOMSON INC Repairs to Unit 9 of City Hall HVAC system	11/03/2022	465.00
Total for Check Number 135823:				465.00
135824	TUA16477 2022-032P	Tuan Vu Partial refund for permit #2022-032P (energy pla	11/03/2022	407.55
Total for Check Number 135824:				407.55
135825	VER3059 9918331335 9918331336	VERIZON WIRELESS Mobile/Data Plans/Hotspots 09/17/22 - 10/16/22 Mobile/Data Plans/Hotspots 09/17/22 - 10/16/22	11/03/2022	865.56 1,072.20
Total for Check Number 135825:				1,937.76
135826	VIS3077 2022-760595-00 2022-762321-00	VISTA PAINT CORP Repaint equipment at Hollenbeck Graffiti Supplies	11/03/2022	409.69 15.64
Total for Check Number 135826:				425.33
135827	VIV16481 27936	VIVIAN BARNES Deposit Refund #27936 Vivian Barnes	11/03/2022	150.00
Total for Check Number 135827:				150.00
Report Total (71 checks):				2,178,671.76

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING NOVEMBER 8, 2022

1. **CLOSED SESSION** None.

2. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING**

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:33 p.m. by Council Member Warren.

3. **PLEDGE OF ALLEGIANCE**

Led by Mr. Jerry Ristrom.

4. **ROLL CALL**

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

Absent: Mayor/Chairman Shawver.

Excused: Mayor Pro Tem/Vice Chairman Ramirez.

5. **SPECIAL PRESENTATIONS AND AWARDS** None.

6. **CONSENT CALENDAR**

Council Member Taylor requested to pull item 6E from the consent calendar for separate discussion.

Motion/Second: Van/Taylor

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

Motion unanimously carried:

DRAFT

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 October 7, 2022 – October 20, 2022, in the amount of \$1,725,769.48.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – October 25, 2022.

6D. CITY SPONSORSHIP REQUEST – YOUTH ASSISTANCE FOUNDATION, SANTA'S SIREN EVENT

Per the City Sponsorship Program, the Youth Assistance Foundation is requesting co-sponsorship of the Santa's Siren event held throughout the City. The sponsorship request is for in-kind consideration valued at \$499. At its meeting on August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approved the Youth Assistance Foundation's sponsorship request for a total in-kind value of \$499.

END OF CONSENT CALENDAR

DRAFT

6E. CONTRACT SERVICES AGREEMENTS FOR PROFESSIONAL SERVICES – COMMUNITY AND ECONOMIC DEVELOPMENT

City Council will consider authorizing the City Manager to execute two on-call Contract Agreements with qualified firms on behalf of the Community and Economic Development Department for building services. The Community and Economic Development Department utilizes these services to accomplish its annual goals as defined by the City Council in the approved annual Operating Budget.

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

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

AYES: 3 (Taylor, Van, and Warren)
NOES: None
ABSTAIN: None
ABSENT: 2 (Ramirez and Shawver)

Motion unanimously carried:

1. The City Council declared the action as not a project as defined by the California Environmental Quality Act (“CEQA”) and will have no result direct or indirect to physical changes in the environment; and
2. Authorized the City Manager to enter into a three-year Contract Services Agreement, with two additional one-year extensions, with CSG Consultants to provide Building and Safety Services including on-call, as needed plan check, inspection and Building Official Services; and
3. Authorized the City Manager to enter into a three-year Contract Services Agreement, with two additional one-year extensions, with Bureau Veritas to provide Building and Safety Services including on-call, as needed plan check, inspection and Building Official Services.

7. PUBLIC HEARINGS None.

8. UNFINISHED BUSINESS None.

DRAFT

9. NEW BUSINESS

9A. HOMELESSNESS AND PUBLIC SAFETY PILOT PROGRAM

At its meeting of October 25, 2022, Council consensus was received for City Council Initiated Item – Discussion Regarding Obtaining Services/Assistance for the City’s Public Safety Services Department and Public Works Division, and the City Council directed the City Manager to work with the Chief of Police and Public Safety Director to produce a staff report for implementation of the Homelessness and Public Safety Pilot Program (Pilot Program). The Pilot Program brings together, for the first time, a fully staffed, dedicated team of homeless outreach coordination, code enforcement, and law enforcement to focus on homeless support services, public safety, and quality of life issues.

Staff report by Ms. Hannah Shin-Heydorn, City Manager.

Motion/Second: Van/Taylor

Motion carried by the following vote:

AYES: 3 (Taylor, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: 2 (Ramirez and Shawver)

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Directed staff to proceed with a six-month Pilot Program beginning November 14, 2022 through May 13, 2022; and
3. Authorized the reallocation of \$100,850 from the City’s American Rescue Plan Act (ARPA) Allocation (ARPA Fund # 257) that is currently allocated for the “Purchase of Property/Housing Opportunities” project to fund the Homelessness and Public Safety Pilot Program instead.

DRAFT

10. **ORAL COMMUNICATION** None.
11. **WRITTEN COMMUNICATIONS** None.
12. **MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS**
- 12A. **COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS**
None.
- 12B. **COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING**
None.
- 12C. **COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION**
None.
13. **ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL**
None.
14. **ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**
None.
- 14A. **ORANGE COUNTY FIRE AUTHORITY**

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

Chief Steve Dohman provided the City Council with an update on their current operations.

Council Member Warren reported on the City's upcoming Veterans Day Ceremony, which is scheduled to be held on Friday, November 11, 2022 at Veterans Memorial Park.

DRAFT

15. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 6:44 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

SUBJECT: SEPTEMBER 2022 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of September 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. 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. Receive and file the Investment Report for the month of September 2022.

BACKGROUND:

Changes in the City's cash and investment balances during the month of September are summarized below:

	Beginning Balance	Net Change	Ending Balance
Cash and Investment Accounts (Pooled-All Funds)	\$ 64,685,922.06	\$ (2,357,248.32)	\$ 62,328,673.74
Cash (Non-Pooled)	4,176,706.62	(321,396.97)	3,855,309.65
Total Cash and Investments	<u>\$ 68,862,628.68</u>	<u>\$ (2,678,645.29)</u>	<u>\$ 66,183,983.39</u>

Between August 31, 2022, and September 30, 2022, the City's total cash and investments decreased by approximately \$2.7 million. In addition, \$25 million was transferred to Chandler Asset Management, Inc. ("Chandler").

The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment B. The detail of the City's investments by type that are managed by City staff are shown in Attachment C. The detail of investments by type that are managed by Chandler are shown in Attachment D.

ANALYSIS:

The monthly cash and investment report provides a summary of the cash and investment accounts held by the City as of the end of that month. In order to manage its cash and investments, the City combines cash resources from all funds into a single pool consisting of a variety of accounts and securities. The balance in the pooled cash account includes cash and certain liquid investments that are available to meet the City's current cash needs. Cash in excess of the City's current cash needs is invested in interest-bearing investments with various maturities.

As of September 30, 2022, the market value of the City's total investment portfolio was \$57.0 million, of which \$32.3M (57%) is managed by City staff and \$24.7M (43%) is managed by Chandler (Attachment B). Detailed information regarding the securities contained in the City's investment portfolio is provided in Attachments C and D. As of September 30, 2022, City investments consisted of the following:

	Market Value as of September 30, 2022	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 26,518,858.69	46.55%	100.00%	Yes
U.S. Treasury Notes	8,707,995.40	15.28%	100.00%	Yes
Corporate Notes	5,763,813.21	10.12%	30.00%	Yes
Federal Agency Securities	5,094,140.35	8.94%	100.00%	Yes
Negotiable Certificates of Deposit	4,859,852.80	8.53%	30.00%	Yes
Asset Backed Securities	2,431,170.05	4.27%	20.00%	Yes
Collateralized Mortgage Obligations	2,307,697.63	4.05%	20.00%	Yes
Municipal Bonds	955,537.70	1.68%	100.00%	Yes
Money Market Funds	332,889.43	0.58%	20.00%	Yes
Total Investments	\$ 56,971,955.26	100.00%		

The City's investment portfolio is well-diversified with investments spread across nine different security types. Likewise, the average maturity of the City's portfolio (except for LAIF) is approximately 2 years, which is within the 3.5 years target in the City's investment policy.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2022-23 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Cash and Investment Balances by Fund
- B. Investments Portfolio Summary
- C. Investment Portfolio Detail (Managed by City Staff)
- D. Investment Portfolio Detail (Managed by Chandler)

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED SEPTEMBER 30, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 24,381,302.73	\$ 26,593,664.85	\$ (28,349,472.62)	\$ 22,625,494.96
102-111101	General Fund (Transactions & Use Tax)	(251,850.82)	543,720.78	(774,243.25)	(482,373.29)
210-111101	Certified Access Specialists (CASP) Program	53,197.27	22.68	-	53,219.95
211-111101	Gas Tax Fund	1,421,440.50	102,383.65	(46,065.38)	1,477,758.77
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	1,205,863.23	77,869.76	(7,418.75)	1,276,314.24
220-111101	Measure M Fund	1,009,427.55	135,174.36	(27,081.19)	1,117,520.72
221-111101	Community Development Block Grant-COVID-19 (CDBG-	211,257.71	1,050.36	(1,296.89)	211,011.18
223-111101	Protective Services Fund	(1,080.00)	-	(540.00)	(1,620.00)
224-111101	Lighting Maintenance 1919 Act Fund	634,224.96	6,609.25	(20,897.57)	619,936.64
225-111101	Lighting/Median Maintenance 1972 Act Fund	1,041,137.58	6,661.50	(34,032.88)	1,013,766.20
226-111101	Air Quality Improvement Fund	177,982.39	13,921.94	(1,119.25)	190,785.08
227-111101	Other Grants Fund	(61,749.11)	-	(753.96)	(62,503.07)
242-111101	Supplemental Law Enforcement Grant Fund	343,357.63	79,210.05	(14,898.48)	407,669.20
245-111101	Justice Assistance Grant (JAG) Grant Fund	-	-	(8,937.13)	(8,937.13)
250-111101	Families and Communities Together (FaCT) Grant Fund	(23,653.19)	29,965.65	(36,730.89)	(30,418.43)
251-111101	Senior Transportation Fund	56,429.49	9,916.93	(5,829.13)	60,517.29
257-111101	America Rescue Act Plan (ARPA) Fund	7,536,822.64	37,210.38	(184,366.82)	7,389,666.20
261-111101	Street Impact Fees Fund	101,834.11	506.31	(625.15)	101,715.27
263-111101	Community Center Impact Fees Fund	169,322.44	841.86	1,039.45	169,124.85
264-111101	Police Services Impact Fees Fund	152,986.94	760.64	939.17	152,808.41
271-111101	Public Safety Task Force Fund (City Funds)	110,658.00	-	-	110,658.00
280-111101	Stanton Central Park Maintenance Fund	5,136.06	4,933.33	10,115.32	(45.93)
285-various	Stanton Housing Authority Fund	12,432,101.24	83,953.27	(134,461.02)	12,381,593.49
305-111101	Capital Projects Fund	260,114.15	51,449.40	(54,300.14)	257,263.41
310-111101	Park and Recreation Facilities Fund	3,905,775.03	19,356.10	(43,060.55)	3,882,070.58
501-111101	Sewer Maintenance Fund	6,030,524.24	41,879.59	(176,246.90)	5,896,156.93
502-111101	Sewer Capital Improvement Fund	2,947.99	14.48	(17.88)	2,944.59
602-111101	Workers' Compensation Fund	525,156.38	20,779.03	(3,306.82)	542,628.59
603-111101	Liability Risk Management Fund	132,954.09	664.55	(820.53)	132,798.11
604-111101	Employee Benefits Fund	(270,131.06)	185,295.22	(131,535.14)	(216,370.98)
605-111101	Fleet Maintenance Fund	423,858.53	16,131.30	(10,420.00)	429,569.83
801-111101	Expendable Deposits Fund	(23,202.82)	1,000.00	-	(22,202.82)
901-111101	North Orange County Collaborative (NOC) Trust Fund	2,991,776.18	10,719.82	(352,343.10)	2,650,152.90
Total Pooled Cash and Investments⁽¹⁾		\$ 64,685,922.06	\$ 28,075,667.04	\$ (30,408,727.48)	\$ 62,328,673.74
Less: Investments⁽¹⁾		\$ (32,550,769.63)	\$ (25,026,561.400)	\$ 605,375.76	\$ (56,971,955.27)
Cash - Bank of the West General Checking Account		\$ 32,135,152.43	\$ 3,049,105.64	\$ (29,803,351.72)	\$ 5,356,718.47

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED SEPTEMBER 30, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
xxx-111103	Payroll Account	\$ -	\$ 417,875.29	\$ (417,875.29)	\$ -
101-111109	Flexible Spending/AFLAC	12,062.45	-	(423.20)	11,639.25
101-111505	Petty Cash	600.00	-	-	600.00
285-111403	Cash with Property Management Company (QMG)	111,309.99	107,189.41	(171,448.74)	47,050.66
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,052,734.18	-	(256,714.44)	3,796,019.74
	Total Cash-Non-Pooled	\$ 4,176,706.62	\$ 525,064.70	\$ (846,461.67)	\$ 3,855,309.65
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 32,550,769.63	\$ 25,026,561.40	\$ (605,375.76)	\$ 56,971,955.27
	Total Investments ⁽³⁾	\$ 32,550,769.63	\$ 25,026,561.40	\$ (605,375.76)	\$ 56,971,955.27
	TOTAL CASH AND INVESTMENTS	\$ 68,862,628.68	\$ 28,600,731.74	\$ (31,255,189.15)	\$ 66,183,983.39

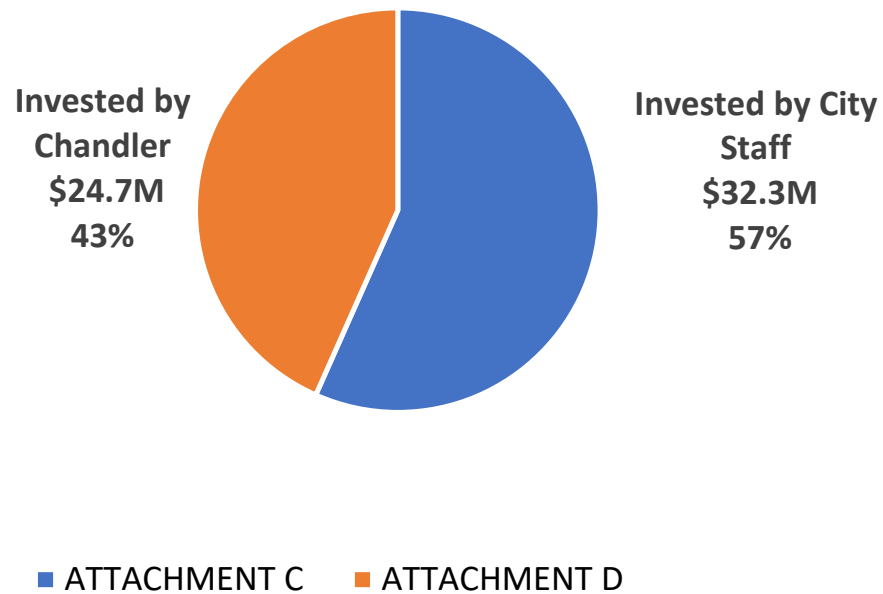
Notes:

⁽¹⁾ - Pooled cash includes: City's Bank of the West general checking, investment sweep, and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, and the Public Agency Retirement Services (PARS) account.

⁽²⁾ - The Public Agency Retirement Services (PARS) account is an irrevocable trust that can be used for pension and other post employment benefits only. This fund is excluded from the compliance requirements set forth in the City's investment policy.

⁽³⁾ - The Portfolio Summary Report and Holdings by Security Type are included in Attachments B and C, respectively.

**Portfolio Summary
as of September 30, 2022
TOTAL = \$57.0M**



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

City of Stanton
 Portfolio Holdings
 Investment Portfolio | by Security Sector
 Report Format: By Transaction
 Group By: Security Sector
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 9/30/2022

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	248,113.56	2/14/2023	137	289.25	0.76
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	245,275.00	3/25/2024	542	99.32	0.76
Bank of New England NH 2.65 5/23/2024	06426KBE7	5/23/2019	2.650	249,000.00	249,000.00	249,000.00	242,685.36	5/23/2024	601	126.55	0.76
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	242,560.86	5/17/2024	595	230.58	0.76
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	247,202.22	4/28/2023	210	0.00	0.76
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	240,242.67	7/22/2024	661	122.79	0.76
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	238,154.40	9/27/2023	362	66.08	0.73
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	238,427.46	8/23/2024	693	93.12	0.76
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	247,217.16	2/28/2023	151	26.61	0.76
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	240,135.36	4/25/2024	573	2,821.92	0.75
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	248,127.48	244,762.02	8/29/2023	333	11.60	0.76
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	242,814.84	4/26/2024	574	70.95	0.76
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,411.19	241,873.62	6/28/2024	637	31.38	0.76
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	245,797.86	8/23/2023	327	124.16	0.76
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	242,435.46	2/7/2024	495	1,128.23	0.75
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	242,435.46	2/7/2024	495	1,128.23	0.75
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,183.65	247,926.81	3/27/2023	178	61.40	0.76
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	236,774.20	8/23/2024	693	514.30	0.75
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,190.06	246,675.68	5/15/2023	227	600.98	0.75
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	238,342.80	8/28/2024	698	26.61	0.76
Sub Total / Average Certificate Of Deposit			2.549	4,960,000.00	4,959,995.00	4,959,912.38	4,859,852.80		459	7,574.06	15.04

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Local Government Investment Pool											
LAIF City LGIP	LAIFCITY0895	2/29/2020	1.513	17,809,749.20	17,809,749.20	17,809,749.20	17,467,106.75	N/A	1		54.00
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	1.513	9,229,315.09	9,229,315.09	9,229,315.09	9,051,751.94	N/A	1		27.99
Sub Total / Average Local Government Investment Pool			1.513	27,039,064.29	27,039,064.29	27,039,064.29	26,518,858.69		1	0.00	81.99
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,163.54	272,822.00	3/1/2023	152	553.82	0.83
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,433.77	194,963.20	8/1/2024	671	628.60	0.62
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	252,848.30	242,517.50	6/1/2024	610	2,272.57	0.76
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,782.58	245,235.00	9/1/2023	336	503.47	0.76
Sub Total / Average Municipal			2.207	980,000.00	989,644.80	983,228.19	955,537.70		424	3,958.46	2.97
Total / Average			1.689	32,979,064.29	32,988,704.09	32,982,204.86	32,334,249.19		82	11,532.52	100

Portfolio Summary

As of September 30, 2022

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PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.61
Average Coupon	2.97%
Average Purchase YTM	4.09%
Average Market YTM	4.47%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	3.02 yrs
Average Life	2.79 yrs

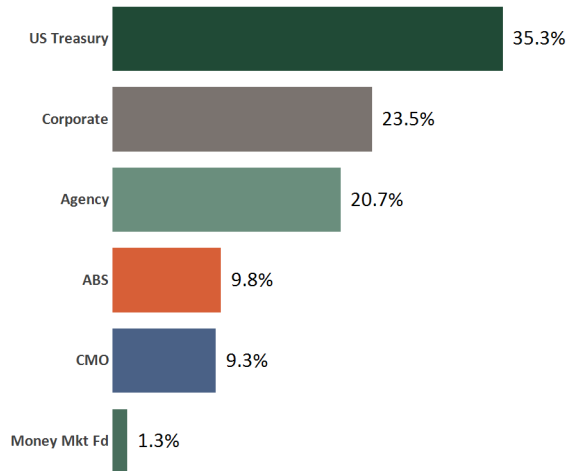
ACCOUNT SUMMARY

	Beg. Values as of 8/31/22	End Values as of 9/30/22
Market Value		24,637,706
Accrued Interest	0	113,123
Total Market Value		24,750,829
Income Earned		26,561
Cont/WD		0
Par		25,641,515
Book Value		24,913,438
Cost Value		24,913,438

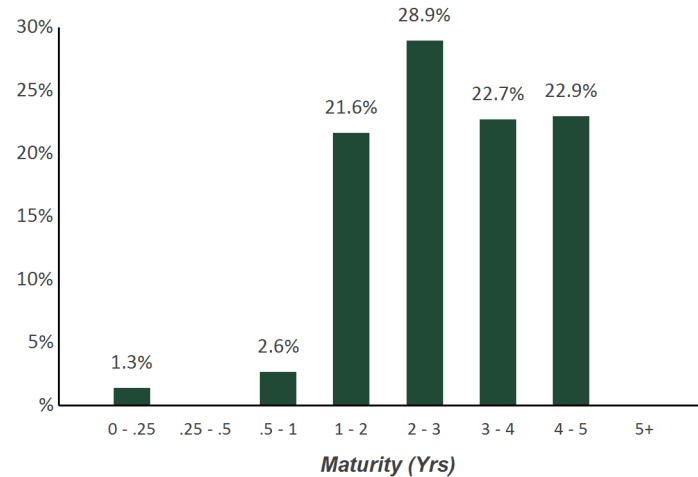
TOP ISSUERS

Government of United States	35.3%
Federal Home Loan Bank	10.4%
Federal Home Loan Mortgage Corp	9.3%
Federal Farm Credit Bank	7.8%
Federal National Mortgage Assoc	2.4%
JP Morgan Chase & Co	1.7%
Bank of America Corp	1.7%
Morgan Stanley	1.7%
Total	70.3%

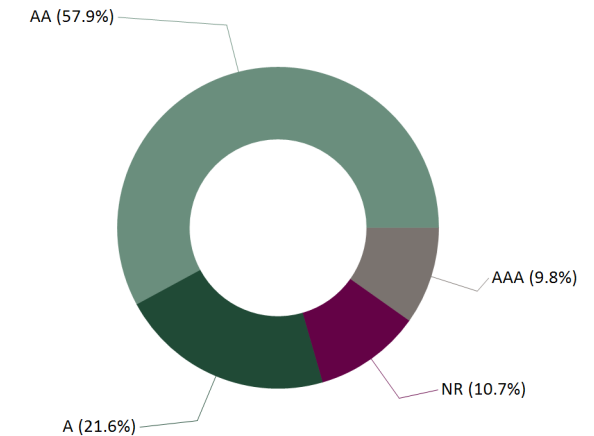
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	1/1/1900
City of Stanton	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-5 Yr US Treasury & Agency Index	-1.69%	-2.28%	-6.13%	-6.78%	-3.63%	-0.97%	0.39%	0.62%	N/A

City of Stanton

Account #10991

Holdings Report

As of September 30, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	365,000.00	Various 4.62%	352,692.58 352,692.58	96.54 4.75%	352,377.94 64.89	1.42% (314.64)	NR / AAA AAA	2.13 0.80
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	350,000.00	09/14/2022 4.00%	339,814.45 339,814.45	97.15 4.51%	340,019.75 19.25	1.37% 205.30	Aaa / NR AAA	2.24 0.68
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	350,000.00	09/21/2022 4.36%	345,625.00 345,625.00	98.30 4.57%	344,032.50 471.43	1.39% (1,592.50)	NR / AAA AAA	3.81 2.11
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	350,000.00	09/13/2022 4.13%	342,207.03 342,207.03	96.96 4.69%	339,374.70 455.78	1.37% (2,832.33)	Aaa / AAA NR	3.96 1.76
05522RDD7	Bank of America Credit Card Tr 2021-A1 A1 0.44% Due 9/15/2026	400,000.00	09/22/2022 4.45%	376,187.50 376,187.50	93.98 4.56%	375,902.80 78.22	1.52% (284.70)	NR / AAA AAA	3.96 1.49
92348KAL7	Verizon Master Trust 2022-1 A 1.04% Due 1/20/2027	350,000.00	09/14/2022 3.04%	340,607.42 340,607.42	97.36 3.18%	340,767.36 111.22	1.38% 159.94	Aaa / AAA NR	4.31 1.24
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	350,000.00	09/13/2022 4.18%	343,382.81 343,382.81	96.77 4.75%	338,695.00 527.33	1.37% (4,687.81)	NR / AAA AAA	4.63 2.44
Total ABS		2,515,000.00	4.12%	2,440,516.79 2,440,516.79	4.43%	2,431,170.05 1,728.12	9.83% (9,346.74)	Aaa / AAA AAA	3.58 1.50
AGENCY									
3130AT5B9	FHLB Note 3.375% Due 9/1/2023	650,000.00	09/15/2022 4.02%	646,087.00 646,087.00	99.17 4.30%	644,627.10 1,828.13	2.61% (1,459.90)	Aaa / AA+ NR	0.92 0.89
3130A0F70	FHLB Note 3.375% Due 12/8/2023	650,000.00	09/13/2022 3.90%	645,931.00 645,931.00	98.80 4.42%	642,169.45 6,885.94	2.62% (3,761.55)	Aaa / AA+ AAA	1.19 1.14
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	650,000.00	09/13/2022 3.89%	644,066.70 644,066.70	98.48 4.35%	640,087.50 1,349.65	2.59% (3,979.20)	Aaa / AA+ NR	1.44 1.38
3130ASHK8	FHLB Note 3.125% Due 6/14/2024	650,000.00	09/13/2022 3.85%	642,128.50 642,128.50	98.03 4.33%	637,181.35 5,642.36	2.60% (4,947.15)	Aaa / AA+ NR	1.71 1.62
3133ENJ84	FFCB Note 3.375% Due 8/26/2024	650,000.00	09/13/2022 3.83%	644,540.00 644,540.00	98.26 4.33%	638,699.75 2,132.81	2.59% (5,840.25)	Aaa / AA+ AAA	1.91 1.82
3133ENP79	FFCB Note 4.25% Due 9/26/2024	650,000.00	09/22/2022 4.25%	649,948.00 649,948.00	99.81 4.35%	648,796.20 383.68	2.62% (1,151.80)	Aaa / AA+ NR	1.99 1.89



City of Stanton

Account #10991

Holdings Report

As of September 30, 2022

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AGENCY									
3133ENP95	FFCB Note 4.25% Due 9/30/2025	650,000.00	09/23/2022 4.31%	648,875.50 648,875.50	99.74 4.34%	648,284.00 76.74	2.62% (591.50)	Aaa / AA+ NR	3.00 2.79
3135G0Q22	FNMA Note 1.875% Due 9/24/2026	650,000.00	09/14/2022 3.73%	605,208.50 605,208.50	91.43 4.24%	594,295.00 236.98	2.40% (10,913.50)	Aaa / AA+ AAA	3.99 3.77
Total Agency		5,200,000.00	3.97%	5,126,785.20 5,126,785.20	4.34%	5,094,140.35 18,536.29	20.66% (32,644.85)	Aaa / AA+ AAA	2.00 1.89

CMO									
3137BHXJ1	FHLMC K045 A2 3.023% Due 1/25/2025	458,626.05	09/16/2022 5.07%	446,837.92 446,837.92	96.53 4.62%	442,716.77 1,155.36	1.79% (4,121.15)	NR / NR AAA	2.32 2.10
3137BMTX4	FHLMC K052 A2 3.151% Due 11/25/2025	250,000.00	09/26/2022 4.89%	238,818.36 238,818.36	95.84 4.62%	239,595.25 656.46	0.97% 776.89	NR / NR AAA	3.16 2.77
3137BN6G4	FHLMC K053 2.995% Due 12/25/2025	350,000.00	09/16/2022 4.23%	338,064.45 338,064.45	95.30 4.62%	333,545.80 873.54	1.35% (4,518.65)	NR / NR AAA	3.24 2.86
3137BTUM1	FHLMC K061 A2 3.347% Due 11/25/2026	350,000.00	09/22/2022 4.37%	337,435.55 337,435.55	95.77 4.49%	335,184.50 976.21	1.36% (2,251.05)	NR / NR AAA	4.16 3.63
3137BVZ82	FHLMC K063 3.43% Due 1/25/2027	350,000.00	09/13/2022 3.97%	342,412.11 342,412.11	95.64 4.57%	334,736.50 1,000.42	1.36% (7,675.61)	NR / NR AAA	4.32 3.79
3137F2LJ3	FHLMC K066 A2 3.117% Due 6/25/2027	350,000.00	09/13/2022 3.97%	337,640.63 337,640.63	94.15 4.52%	329,532.70 909.13	1.34% (8,107.93)	NR / NR AAA	4.74 4.17
3137FAWS3	FHLMC K067 A2 3.194% Due 7/25/2027	310,000.00	09/22/2022 4.28%	295,856.25 295,856.25	94.32 4.52%	292,386.11 825.12	1.18% (3,470.14)	Aaa / NR NR	4.82 4.31
Total CMO		2,418,626.05	4.41%	2,337,065.27 2,337,065.27	4.57%	2,307,697.63 6,396.24	9.35% (29,367.64)	Aaa / NR AAA	3.76 3.33

CORPORATE									
89115A2J0	Toronto-Dominion Bank Note 4.285% Due 9/13/2024	200,000.00	09/15/2022 4.57%	198,938.00 198,938.00	98.53 5.08%	197,060.40 380.89	0.80% (1,877.60)	A1 / A AA-	1.96 1.84
12572QAG0	CME Group Inc. Callable Note Cont 12/15/2024 3% Due 3/15/2025	250,000.00	09/16/2022 4.26%	242,670.00 242,670.00	95.83 4.82%	239,584.00 333.33	0.97% (3,086.00)	Aa3 / AA- AA-	2.46 2.33



City of Stanton

Account #10991

Holdings Report

As of September 30, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
808513BB0	Charles Schwab Corp Callable Note Cont 2/24/2025 4.2% Due 3/24/2025	250,000.00	09/16/2022 4.36%	249,015.00 249,015.00	98.91 4.67%	247,264.75 204.17	1.00% (1,750.25)	A2 / A A	2.48 2.36
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	200,000.00	09/16/2022 4.49%	194,656.00 194,656.00	96.11 5.02%	192,223.20 3,131.25	0.79% (2,432.80)	A1 / A AA-	2.54 2.35
756109AV6	Realty Income Corp Callable Not Cont 2/15/2025 3.875% Due 4/15/2025	250,000.00	09/13/2022 4.47%	246,425.00 246,425.00	97.26 5.04%	243,155.00 4,467.01	1.00% (3,270.00)	A3 / A- NR	2.54 2.34
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	125,000.00	09/21/2022 4.39%	121,940.00 121,940.00	96.71 4.75%	120,893.38 1,629.17	0.50% (1,046.62)	A2 / A A	2.62 2.44
06368D3S1	Bank of Montreal Note 3.7% Due 6/7/2025	350,000.00	09/13/2022 4.50%	342,912.50 342,912.50	96.12 5.26%	336,428.05 4,100.83	1.38% (6,484.45)	A2 / A- AA-	2.69 2.48
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	250,000.00	09/19/2022 4.42%	243,805.00 243,805.00	96.49 4.85%	241,219.25 3,521.88	0.99% (2,585.75)	A2 / A- A	2.71 2.51
91324PCP5	United Health Group Inc Note 3.75% Due 7/15/2025	125,000.00	09/21/2022 4.36%	122,981.25 122,981.25	97.31 4.79%	121,631.25 989.58	0.50% (1,350.00)	A3 / A+ A	2.79 2.59
89236TKF1	Toyota Motor Credit Corp Note 3.65% Due 8/18/2025	350,000.00	09/13/2022 4.23%	344,498.00 344,498.00	96.84 4.84%	338,944.20 1,525.90	1.38% (5,553.80)	A1 / A+ A+	2.88 2.68
24422EWJ4	John Deere Capital Corp Note 4.05% Due 9/8/2025	125,000.00	09/21/2022 4.36%	123,933.75 123,933.75	98.33 4.66%	122,916.38 323.44	0.50% (1,017.37)	A2 / A A	2.94 2.73
46647PCZ7	JP Morgan Chase & Co Callable Note Cont 4/26/2025 4.08% Due 4/26/2026	200,000.00	09/13/2022 4.77%	195,980.00 195,980.00	96.29 5.31%	192,589.00 3,513.33	0.79% (3,391.00)	A1 / A- AA-	3.57 3.21
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	200,000.00	09/13/2022 4.79%	199,302.00 199,302.00	97.41 5.46%	194,828.40 1,845.61	0.79% (4,473.60)	A1 / A- A	3.80 3.39
06051GLA5	Bank of America Corp Callable Note Cont 7/22/2025 4.827% Due 7/22/2026	200,000.00	09/13/2022 4.92%	199,336.00 199,336.00	97.65 5.52%	195,300.40 1,850.35	0.80% (4,035.60)	A2 / A- AA-	3.81 3.39
06406RBJ5	Bank of NY Mellon Corp Callable Note 1X 7/24/2025 4.414% Due 7/24/2026	350,000.00	Various 4.53%	348,501.00 348,501.00	97.72 5.08%	342,008.80 2,789.40	1.39% (6,492.20)	A1 / A AA-	3.82 3.43
74340XBK6	Prologis LP Callable Note Cont 7/1/2026 3.25% Due 10/1/2026	250,000.00	09/14/2022 4.30%	240,397.50 240,397.50	93.22 5.15%	233,045.50 4,062.50	0.96% (7,352.00)	A3 / A NR	4.01 3.62



City of Stanton

Account #10991

Holdings Report

As of September 30, 2022

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CORPORATE									
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	250,000.00	09/16/2022 4.31%	237,035.00 237,035.00	92.76 4.89%	231,903.75 2,458.33	0.95% (5,131.25)	Aa3 / A NR	4.17 3.81
46647PCB0	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 4/22/2027	250,000.00	09/15/2022 4.86%	221,377.50 221,377.50	86.40 5.46%	216,010.25 1,742.38	0.88% (5,367.25)	A1 / A- AA-	4.56 4.25
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	250,000.00	09/13/2022 4.21%	244,607.50 244,607.50	95.18 4.88%	237,945.75 3,365.97	0.97% (6,661.75)	A3 / A+ A	4.62 4.12
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	200,000.00	09/13/2022 4.73%	194,794.00 194,794.00	94.33 5.49%	188,657.80 2,578.91	0.77% (6,136.20)	A1 / A NR	4.69 4.13
61747YEC5	Morgan Stanley Callable Note Cont 7/20/2026 1.512% Due 7/20/2027	250,000.00	09/15/2022 4.84%	219,305.00 219,305.00	85.20 5.51%	213,004.75 745.50	0.86% (6,300.25)	A1 / A- A	4.81 4.49
06051GJS9	Bank of America Corp Callable Note Cont 6/21/2027 1.734% Due 7/22/2027	250,000.00	09/15/2022 5.01%	219,722.50 219,722.50	85.75 5.58%	214,367.25 830.88	0.87% (5,355.25)	A2 / A- AA-	4.81 4.47
78016FZS6	Royal Bank of Canada Note 4.24% Due 8/3/2027	200,000.00	09/13/2022 4.73%	195,794.00 195,794.00	95.44 5.32%	190,877.20 1,484.00	0.78% (4,916.80)	A1 / A AA-	4.84 4.27
14913R3A3	Caterpillar Financial Service Note 3.6% Due 8/12/2027	250,000.00	09/13/2022 4.27%	242,635.00 242,635.00	94.46 4.89%	236,149.50 1,225.00	0.96% (6,485.50)	A2 / A A	4.87 4.37
023135BC9	Amazon.com Inc Callable Note Cont 5/22/2027 3.15% Due 8/22/2027	250,000.00	09/14/2022 4.17%	238,730.00 238,730.00	93.23 4.71%	233,082.25 853.13	0.95% (5,647.75)	A1 / AA AA-	4.90 4.44
24422EWK1	John Deere Capital Corp Note 4.15% Due 9/15/2027	250,000.00	09/13/2022 4.29%	248,480.00 248,480.00	97.09 4.82%	242,722.75 662.85	0.98% (5,757.25)	A2 / A A	4.96 4.41
Total Corporate		6,075,000.00	4.49%	5,877,771.50 5,877,771.50	5.07%	5,763,813.21 50,615.59	23.49% (113,958.29)	A1 / A A+	3.66 3.33



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MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	332,889.43	Various 2.45%	332,889.43 332,889.43	1.00 2.45%	332,889.43 0.00	1.34% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		332,889.43	2.45%	332,889.43 332,889.43	2.45%	332,889.43 0.00	1.34% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828B66	US Treasury Note 2.75% Due 2/15/2024	650,000.00	09/26/2022 4.31%	636,517.58 636,517.58	97.88 4.35%	636,238.20 2,282.95	2.58% (279.38)	Aaa / AA+ AAA	1.38 1.33
91282CEX5	US Treasury Note 3% Due 6/30/2024	650,000.00	09/15/2022 3.91%	639,818.36 639,818.36	97.84 4.29%	635,933.35 4,927.99	2.59% (3,885.01)	Aaa / AA+ AAA	1.75 1.67
91282CFG1	US Treasury Note 3.25% Due 8/31/2024	650,000.00	09/21/2022 4.00%	640,935.55 640,935.55	98.22 4.22%	638,447.55 1,809.05	2.59% (2,488.00)	Aaa / AA+ AAA	1.92 1.83
9128283P3	US Treasury Note 2.25% Due 12/31/2024	650,000.00	09/15/2022 3.85%	627,351.56 627,351.56	95.79 4.23%	622,603.80 3,695.99	2.53% (4,747.76)	Aaa / AA+ AAA	2.25 2.15
9128284F4	US Treasury Note 2.625% Due 3/31/2025	650,000.00	09/14/2022 3.80%	631,667.97 631,667.97	96.19 4.25%	625,244.10 46.88	2.53% (6,423.87)	Aaa / AA+ AAA	2.50 2.38
9128284M9	US Treasury Note 2.875% Due 4/30/2025	650,000.00	09/22/2022 4.15%	629,789.06 629,789.06	96.63 4.26%	628,113.20 7,820.31	2.57% (1,675.86)	Aaa / AA+ AAA	2.58 2.43
91282CEU1	US Treasury Note 2.875% Due 6/15/2025	650,000.00	09/15/2022 3.89%	632,962.89 632,962.89	96.47 4.27%	627,047.20 5,514.34	2.56% (5,915.69)	Aaa / AA+ AAA	2.71 2.55
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	650,000.00	09/13/2022 3.75%	638,802.74 638,802.74	96.95 4.26%	630,195.15 2,594.26	2.56% (8,607.59)	Aaa / AA+ AAA	2.88 2.70
91282CFK2	US Treasury Note 3.5% Due 9/15/2025	650,000.00	09/19/2022 3.90%	642,712.89 642,712.89	97.98 4.23%	636,847.90 1,005.52	2.58% (5,864.99)	Aaa / AA+ AAA	2.96 2.77
9128286L9	US Treasury Note 2.25% Due 3/31/2026	650,000.00	09/14/2022 3.75%	617,880.86 617,880.86	93.71 4.20%	609,095.50 40.18	2.46% (8,785.36)	Aaa / AA+ AAA	3.50 3.31
9128287B0	US Treasury Note 1.875% Due 6/30/2026	650,000.00	09/15/2022 3.78%	606,632.81 606,632.81	92.12 4.17%	598,787.15 3,079.99	2.43% (7,845.66)	Aaa / AA+ AAA	3.75 3.54
9128282A7	US Treasury Note 1.5% Due 8/15/2026	650,000.00	09/13/2022 3.72%	597,923.83 597,923.83	90.47 4.19%	588,072.55 1,245.24	2.38% (9,851.28)	Aaa / AA+ AAA	3.88 3.69



City of Stanton

Holdings Report

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US TREASURY									
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	650,000.00	09/14/2022 3.66%	618,591.80 618,591.80	93.47 4.10%	607,572.55 44.64	2.45% (11,019.25)	Aaa / AA+ AAA	4.50 4.19
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	650,000.00	09/13/2022 3.57%	636,822.26 636,822.26	95.97 4.04%	623,797.20 1,739.47	2.53% (13,025.06)	Aaa / AA+ AAA	4.92 4.49
Total US Treasury		9,100,000.00	3.86%	8,798,410.16 8,798,410.16	4.22%	8,707,995.40 35,846.81	35.33% (90,414.76)	Aaa / AA+ AAA	2.95 2.77
TOTAL PORTFOLIO		25,641,515.48	4.09%	24,913,438.35 24,913,438.35	4.47%	24,637,706.07 113,123.05	100.00% (275,732.28)	Aa1 / AA AAA	3.02 2.61
TOTAL MARKET VALUE PLUS ACCRUED						24,750,829.12			

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chairman and Members of the Successor Agency

DATE: November 22, 2022

SUBJECT: SEPTEMBER 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of September 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2022.

BACKGROUND:

The attached reports summarize the Successor Agency's investment and deposit balances as of September 2022. During the month of September, the Successor Agency's total cash and investment balances decreased by \$10,518. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits by financial institution are included as Attachment B.

ANALYSIS:

The Successor Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of September 2022 was 1.51%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 1.51%, which is equal to the benchmark LAIF return of 1.51%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City.

With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on September 30, 2022, was 1 day. LAIF's average maturity on September 30, 2022, was approximately 304 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2022-23 Investment Policy.

The portfolio will allow the Successor Agency to meet its expenditure requirements for the next six months.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

Prepared by: Michelle Bannigan, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Cash and Investment Balances by Fund
- B. Investments and Deposits

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
CASH AND INVESTMENTS REPORT
MONTH ENDED SEPTEMBER 30, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 1,397,403.05	\$ -	\$ (10,533.33)	\$ 1,386,869.72
	Total Cash-Pooled ⁽¹⁾	\$ 1,397,403.05	\$ -	\$ (10,533.33)	\$ 1,386,869.72
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 1,359,744.68	\$ 5.77	\$ -	\$ 1,359,750.45
712-111425	2016 Tax Allocation Bonds, Series C and D	1,836,140.34	7.80	-	1,836,148.14
712-111426	2020 Tax Allocation Refunding Bonds, Series A	513,417.26	2.18	-	513,419.44
	Total Cash-Restricted (with Fiscal Agent)	\$ 3,709,302.28	\$ 15.75	\$ -	\$ 3,709,318.03
	TOTAL CASH AND INVESTMENTS	\$ 5,106,705.33	\$ 15.75	\$ (10,533.33)	\$ 5,096,187.75

Note:

⁽¹⁾ - Includes the Successor Agency's share of the City's Bank of the West checking account and Local Agency Investment Fund (LAIF).

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
MONTH ENDED SEPTEMBER 30, 2022**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate		Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	1.51%	N/A	\$ 1,386,870	\$ 1,386,870	LAIF

Total Cash Investments and Deposits

1	1.51%
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\$ 1,386,870	\$ 1,386,870
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Weighted Average/eighted Average

Bond Funds Held by Trustees:

Maturity (days) Yield

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,359,750	\$ 1,359,750	\$ 1,359,750	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 1,359,751 \$ 1,359,751

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,836,146	\$ 1,836,146	\$ 1,836,146	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series C and D

\$ 1,836,148 \$ 1,836,148

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 513,419	\$ 513,419	\$ 513,419	US Bank

Total 2020 Tax Allocation Bonds (Tax-Exempt)

\$ 513,419 \$ 513,419

Total Bond Fund Investments and Deposits (3)

\$ 3,709,318 \$ 3,709,318

TOTAL - ALL CASH AND INVESTMENTS

\$5,096,188 \$5,096,188

Notes:

- (1) - There have been no exceptions to the Investment Policy.
- (2) - The Successor Agency is able to meet its expenditure requirements for the next six months.
- (3) - Restricted Bond Funds are held by the fiscal agent.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

SUBJECT: SEPTEMBER 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended September 30, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of September 30, 2022.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's September 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended September 30, 2022.

ANALYSIS:

General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through September 30, 2022. The reports include information for the month of June, on a year-to-date basis through September, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through September) is included as well.

As of September 30, total General Fund revenues received to date were approximately \$2.5 million, which represents 9% of the Fiscal Year 2022/23 budgeted amount and is approximately \$43,297 (2%) lower than the revenues recognized for the same period last year (Attachment A, page 2). The majority of the increase is attributed to the change in market value of the City's investment portfolio. Through September 2022, the unrealized losses on the City's investment portfolio increased by \$73,485. It is important to note that the unrealized loss (or gain) on the City's investment portfolio is an accounting entry and does not represent actual cash received or lost. As such, it is the City's practice to not include an estimate in the City's budget for unrealized losses (or gains).

Total General Fund expenditures were approximately \$6.5 million through September 30, which represents 22% of the 2022/23 projected expenditures and is approximately \$396,179 (6%) higher than the expenditures incurred for the same period last year (Attachment B, page 2). The Law Enforcement Division (#2100) makes up \$219,796 (56%) of the cost increase through September. Contract costs paid to the Orange County Sheriff's Department are 7% higher than the same period last fiscal year, which is consistent with the City's 7% increase in law enforcement contract costs for the current fiscal year.

Per Attachment C, the City's General Fund reserves and available fund balance ("discretionary fund balance") is expected to be \$26.0 million by June 30, 2023 as shown in the table below:

	Estimated Balance at 6/30/2023
Reserves set aside per City Resolution No. 2022-34	\$ 13,900,000
Committed Developer Contributions	1,476,296
Undesignated Fund Balance	<u>10,573,836</u>
Total Discretionary Fund Balance	<u>\$ 25,950,132</u>

Housing Authority Revenue and Expenditure Reports

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through September 30, 2022. The report includes information for the activity during the month of June, information on a year-to-date basis through September, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through September) is included as well.

As of September 30, total Housing Authority Fund revenues received to date was \$192,481, which represents 33% of the Fiscal Year 2022/23 budgeted amount and is \$182,984 (1927%) more than the revenue collected through the same period last year.

Total Housing Authority Fund expenditures were \$155,965 through September 30, which represents 4% of the 2022/23 estimated expenditures and is \$38,373 (33%) higher than the expenditures incurred for the same period last year. The reason for both these significant fluctuations is due to a change in accounting practice of how the revenues (and expenditures) for the Tina Pacific properties are being recorded. The City's new audit firm, Gruber and Lopez, Inc., requested the Housing Authority record the gross rental income and gross operating expenses for the Tina Pacific properties in the Housing Authority's financial records to be consistent with generally accepted accounting principles. (Prior to the closing of the Housing Authority's books for Fiscal Year 2021/22, the Housing Authority was only recorded the net rental distributions that were received from Quality Management Group.) Staff will be reviewing the activity and proposing the necessary adjustments to expenditures (and revenues, if necessary) with the Fiscal Year 2022/23 Mid-Year Budget Update in the next calendar year.

Per Attachment E, the City's Housing Authority Fund's available fund balance is expected to be \$9.1 million by June 30, 2023.

Status of Capital Improvement Projects (CIP) (Attachment F)

The Fiscal Year 2022/23 CIP budget includes \$4.5 million from the Fiscal Year 2022/23 Adopted Budget; \$11.3 million in carryover funding from Fiscal Year 2021/22, and additional appropriations approved by City Council since July 1, 2022, totaling \$700,000, for a total amended budget of \$16.5 million as of September 30, 2022. As of September 30, capital project expenditures totaled \$185,337 (1% of the amended budget) with an additional \$3.4 million (20% of the amended budget) under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$3.6 million (21% of the amended budget) as of September 30, 2022.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. September 2022 General Fund Revenues
- B. September 2022 General Fund Expenditures
- C. General Fund Reserve Balances
- D. September 2022 Housing Authority Revenue and Expenditures
- E. Housing Authority Reserve Balance
- F. Status of Capital Improvement Projects as of September 30, 2022

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

CITY OF STANTON
September 2022 General Fund Revenues (25% of year)

	FY 2022/23	FY 2022/23	FY 2022/23				%
	Adopted	Amended	Activity	Year To Date	Percent of	FY 2021/22	Change
	Budget	Budget	During	Actual *	Budget	Actual*	From
			September				Prior Year
TAXES							
Property Tax	\$ 7,983,200	\$ 7,983,200	\$ 16,904	\$ 28,550	0.36%	\$ 30,600	-6.70%
Sales and Use Tax	5,232,000	5,232,000	487,916	487,916	9.33%	573,412	-14.91%
Transactions and Use Tax	5,805,000	5,805,000	543,721	543,721	9.37%	540,629	0.57%
Transient Occupancy Tax	610,000	610,000	50,168	122,523	20.09%	138,674	-11.65%
Franchise Fees	1,177,000	1,177,000	47,179	109,180	9.28%	98,133	11.26%
Business Licenses	158,000	158,000	1,291	5,654	3.58%	7,225	-21.74%
Utility Users Tax	1,961,000	1,961,000	203,930	396,205	20.20%	352,477	12.41%
Cannabis Tax	620,000	620,000	-	-	0.00%	-	**
Tax Increment Pass-thru Payment	429,450	429,450	-	-	0.00%	-	**
TAXES-TOTAL	23,975,650	23,975,650	1,351,109	1,693,749	7.06%	1,741,150	-2.72%
INTERGOVERNMENTAL							
County WDA Shared Revenue	100,000	100,000	-	-	0.00%	101,376	-100.00%
Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
Motor Vehicle In Lieu	30,000	30,000	-	-	0.00%	-	**
Public Safety Augmentation Tax	193,000	193,000	16,153	26,041	13.49%	24,308	7.13%
Federal Grants	-	-	5,333	5,333	**	-	100.00%
Other Grants	4,200	4,200	4,028	4,889	116.40%	1,806	170.71%
INTERGOVERNMENTAL-TOTAL	357,200	357,200	25,514	36,263	10.15%	127,490	-71.56%
CHARGES FOR SERVICES							
Charges for Services	256,425	256,425	22,671	54,296	21.17%	25,416	113.63%
Information Technology Charges	37,605	37,605	3,134	9,401	25.00%	7,586	23.93%
CHARGES FOR SERVICES-TOTAL	294,030	294,030	25,805	63,697	21.66%	33,002	93.01%
FEES AND PERMITS							
Solid Waste Impact Fees	1,175,000	1,175,000	100,094	193,833	16.50%	192,433	0.73%
Building Permits and Fees	1,205,000	1,205,000	39,829	186,842	15.51%	125,420	48.97%
Planning Permits and Fees	104,250	104,250	4,050	33,974	32.59%	19,118	77.71%
Engineering Permits and Fees	91,000	91,000	15,680	36,431	40.03%	24,271	50.10%
Recycling Fees	90,500	90,500	-	-	0.00%	-	**
Other Permits and Fees	225,900	226,400	10,622	34,316	15.16%	30,079	14.09%
Community Services Fees	45,700	45,700	5,850	22,507	49.25%	20,386	10.40%
FEES AND PERMITS -TOTAL	2,937,350	2,937,850	176,125	507,903	17.29%	411,707	23.37%

CITY OF STANTON
September 2022 General Fund Revenues (25% of year)

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change From Prior Year
			Activity During September	Year To Date Actual *			
FINES AND FORFEITURES							
General Fines	700	700	80	127	18.14%	1,391	-90.87%
Motor Vehicle Fines	45,000	45,000	4,125	9,730	21.62%	11,415	-14.76%
Parking Citations	225,000	225,000	16,602	26,049	11.58%	40,403	-35.53%
DMV Parking Collections	71,000	71,000	7,575	13,087	18.43%	13,959	-6.25%
Administrative Citation	10,000	10,000	-	3,218	32.18%	300	90.68%
FINES AND FORFEITURES-TOTAL	351,700	351,700	28,382	52,211	14.85%	67,468	-22.61%
USE OF MONEY AND PROPERTY							
Investment Earnings	217,000	217,000	95,037	82,834	38.17%	44,692	-85.34%
Unrealized Gains (Losses)	-	-	(263,767)	(116,827)	**	(43,342)	-169.55%
Interest on Loan to Landscape District Fund	11,020	11,020	2,880	2,880	26.13%	7,255	60.30%
Rental Income	93,335	93,335	26,048	75,860	81.28%	15,546	387.97%
USE OF MONEY AND PROPERTY-TOTAL	321,355	321,355	(139,802)	44,747	13.92%	24,151	85.28%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	163,935	165,435	129	3,640	2.20%	43,693	-91.67%
MISCELLANEOUS REVENUE-TOTAL	163,935	165,435	129	3,640	2.20%	43,693	-91.67%
TRANSFERS IN							
From Gas Tax Fund	205,000	205,000	17,083	51,250	25.00%	51,250	0.00%
From Protective Services Fund	382,000	382,000	-	7,730	2.02%	4,576	68.92%
From Supplemental Law Enforcement Grants Fund	150,000	150,000	12,500	37,500	25.00%	37,500	0.00%
TRANSFERS IN-TOTAL	737,000	737,000	29,583	96,480	13.09%	93,326	3.38%
TOTAL REVENUES AND TRANSFERS IN	\$ 29,138,220	\$ 29,140,220	\$ 1,496,845	\$ 2,498,690	8.57%	\$ 2,541,987	-1.70%

* = Actual data is reported through September.

TAXES
September 2022 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
430100	Current Year-Secured	\$ 1,178,100	\$ 1,178,100	\$ -	\$ -	0.00%	\$ -	**
430105	Current Year-Unsecured	30,000	30,000	15,999	15,999	53.33%	18,532	-13.67%
430115	Property Tax-Supplemental	20,000	20,000	905	2,037	10.19%	659	209.10%
430120	Residual Redevelopment Property Tax	1,356,600	1,356,600	-	-	0.00%	-	**
430121	In-Lieu Vehicle License Fee	5,258,500	5,258,500	-	-	0.00%	-	**
430135	Homeowners Tax Relief	1,000	1,000	-	-	0.00%	-	**
430140	Property Transfer Tax	139,000	139,000	-	10,514	7.56%	11,409	-7.84%
430200	Sales And Use Tax	5,232,000	5,232,000	487,916	487,916	9.33%	573,412	-14.91%
430300	Transient Occupancy Tax	610,000	610,000	50,168	122,523	20.09%	138,674	-11.65%
430405	Franchise Tax/Cable TV	200,000	200,000	-	-	0.00%	-	**
430410	Franchise Tax/Electric	244,000	244,000	-	-	0.00%	-	**
430415	Franchise Tax/Gas	75,000	75,000	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	570,000	570,000	47,179	109,180	19.15%	98,133	11.26%
430425	Franchise Tax/Water	88,000	88,000	-	-	0.00%	-	**
430500	Business License Tax	158,000	158,000	1,291	5,654	3.58%	7,225	-21.74%
430600	Util User Tax/Electricity	970,000	970,000	134,685	257,424	26.54%	219,645	17.20%
430605	Util User Tax/Telephone	271,000	271,000	16,737	32,808	12.11%	33,103	-0.89%
430610	Util User Tax/Gas	295,000	295,000	32,423	32,800	11.12%	20,240	62.06%
430615	Util User Tax/Water	425,000	425,000	20,085	73,173	17.22%	79,489	-7.95%
430700	Cannabis Tax	620,000	620,000	-	-	0.00%	-	**
440100	AB 1389 Pass Through from RDA	429,450	429,450	-	-	0.00%	-	**
101	General Fund	18,170,650	18,170,650	807,388	1,150,028	6.33%	1,200,521	-4.21%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	5,805,000	5,805,000	543,721	543,721	9.37%	540,629	0.57%
102	General Fund (Transactions & Use Tax)	5,805,000	5,805,000	543,721	543,721	9.37%	540,629	0.57%
TAXES - TOTAL		\$ 23,975,650	\$ 23,975,650	\$ 1,351,109	\$ 1,693,749	7.06%	\$ 1,741,150	-2.72%

* = Actual data is reported through September.

CHARGES FOR SERVICES
September 2022 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		% of Budget	FY 2021/22		% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During September	Year To Date Actual *		Actual*		
101	General Fund										
433100	Charges For Services	\$ 256,425		\$ 256,425		\$ 22,671	\$ 54,296	21.17%	\$ 25,416		113.63%
433136	Information Technology Charges	37,605		37,605		3,134	9,401	25.00%	7,586		23.93%
	CHARGES FOR SERVICES - TOTAL	\$ 294,030		\$ 294,030		\$ 25,805	\$ 63,697	21.66%	\$ 33,002		93.01%

* = Actual data is reported through September.

INTERGOVERNMENTAL
September 2022 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
432121	County WDA Shared Revenue	\$ 100,000	\$ 100,000	\$ -	\$ -	0.00%	\$ 101,376	-100.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
432150	Motor Vehicle In Lieu	30,000	30,000	-	-	0.00%	-	**
432180	Public Safety Augmentation Tax	193,000	193,000	16,153	26,041	13.49%	24,308	7.13%
432256	Other Grants	4,200	4,200	4,028	4,889	116.40%	1,806	170.71%
432270	Federal Grants	-	-	5,333	5,333	**	-	100.00%
INTERGOVERNMENTAL - TOTAL		\$ 357,200	\$ 357,200	\$ 25,514	\$ 36,263	10.15%	\$ 127,490	-71.56%

* = Actual data is reported through September.

FEES AND PERMITS
September 2022 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
431100	Building Plan Check Fees	\$ 175,000	\$ 175,000	\$ 1,143	\$ 38,720	22.13%	\$ 22,469	72.33%
431105	Mechanical Permits	100,000	100,000	3,908	14,663	14.66%	10,285	42.57%
431110	Building Permits	750,000	750,000	22,903	94,577	12.61%	63,998	47.78%
431115	Plumbing Permits	80,000	80,000	2,795	13,850	17.31%	4,720	193.43%
431120	Electrical Permits	100,000	100,000	9,080	25,032	25.03%	23,948	4.53%
431130	Engineering Plan Check Fees	51,000	51,000	2,775	9,310	18.25%	9,830	-5.59%
431135	Public Works Permits	40,000	40,000	12,905	27,121	67.80%	14,441	87.81%
431140	S M I P - Commercial Fees	400	400	3.000	3.000	0.75%	6	-50.00%
431145	S M I P-Residential Permits	500	500	12.000	12.000	2.40%	8	50.00%
431146	SB 1473 Fee	2,500	2,500	45	103	4.12%	150	-31.33%
431160	Solid Waste Impact Fees	1,175,000	1,175,000	100,094	193,833	16.50%	192,433	0.73%
431180	P/W Inspections	-	-	1,873	4,059	**	-	100.00%
431185	Parking Permits	10,000	10,000	1,075	3,516	35.16%	1,282	174.26%
431190	Towing Franchise Fee	25,000	25,000	1,170	8,190	32.76%	7,920	3.41%
431195	Other Fees & Permits	15,000	15,500	3,235	7,322	47.24%	6,715	9.04%
431201	Cannabis Business Renewal Permit Fee	10,000	10,000	-	-	0.00%	-	**
433200	Conditional Use Permit	7,000	7,000	-	2,160	30.86%	2,485	-13.08%
433205	Precise Plan Of Design	15,000	15,000	3,070	16,400	109.33%	1,050	1461.90%
433220	Preliminary Plan Review	8,000	8,000	-	-	0.00%	3,750	-100.00%
433225	Environmental Services	4,400	4,400	75	525	11.93%	355	32.38%
433227	Foreclosure Registration	10,850	10,850	-	1,689	15.57%	1,689	0.00%
433230	Zoning Entitlements	5,000	5,000	-	-	0.00%	-	**
433235	Land Divisions	10,000	10,000	-	2,500	25.00%	2,500	0.00%
433240	Special Event Permits	500	500	180	360	72.00%	-	100.00%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	6,000	6,000	110	905	15.08%	2,100	-56.90%
433250	Ministerial Services	12,000	12,000	60	4,115	34.29%	4,265	-3.52%
433260	Landscape Plan Check	1,000	1,000	-	975	97.50%	325	66.67%
433270	General Plan Maint Surcharge	15,000	15,000	735	2,520	16.80%	210	1100.00%
433285	Other Developmental Fees	5,000	5,000	-	2,185	43.70%	389	82.20%
433305	General Recreation Programs	24,000	24,000	3,125	17,624	73.43%	12,981	35.77%

FEES AND PERMITS
September 2022 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
433315	Sports Fields	21,700	21,700	2,725	4,883	22.50%	7,405	-34.06%
437115	Recycling Fees	90,500	90,500	-	-	0.00%	-	**
430505	New/Moved Bus Lic Appl Rev	37,000	37,000	2,610	7,870	21.27%	9,530	-17.42%
430510	Business Tax Renewal Process	128,000	128,000	310	2,400	1.88%	4,340	-44.70%
430515	SB 1186	2,000	2,000	109	481	24.05%	128	275.78%
FEES AND PERMITS - TOTAL		\$ 2,937,350	\$ 2,937,850	\$ 176,125	\$ 507,903	17.29%	\$ 411,707	23.37%

* = Actual data is reported through September.

FINES AND FORFEITURES
September 2022 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2022/23	FY 2022/23	FY 2022/23		% of Budget	FY 2021/22	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During September	Year To Date Actual *		Actual*	
101	General Fund							
434100	General Fines	\$ 700	\$ 700	\$ 80	\$ 127	18.14%	\$ 1,391	-90.87%
434105	Motor Vehicle Fines	45,000	45,000	4,125	9,730	21.62%	11,415	-14.76%
434110	Parking Citations	225,000	225,000	16,602	26,049	11.58%	40,403	-35.53%
434115	DMV Parking Collections	71,000	71,000	7,575	13,087	18.43%	13,959	-6.25%
434120	Administrative Citations	10,000	10,000	-	3,218	32.18%	300	90.68%
FINES AND FORFEITURES - TOTAL		\$ 351,700	\$ 351,700	\$ 28,382	\$ 52,211	14.85%	\$ 67,468	-22.61%

* = Actual data is reported through September.

USE OF MONEY AND PROPERTY
September 2022 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During September	Year To Date Actual *			
101	General Fund									
435100	Interest Earned	\$ 217,000		\$ 217,000		\$ 95,037	\$ 82,834	38.17%	\$ 44,692	-85.34%
435110	Unrealized Gains (Losses)	-		-		(263,767)	(116,827)	**	(43,342)	-169.55%
435200	Interest on Loan to Landscape District Fund	11,020		11,020		2,880	2,880	26.13%	7,255	-60.30%
436125	Indoor Facility Rental	55,000		55,000		22,070	56,761	103.20%	320	17637.81%
436127	Picnic Shelters	16,450		16,450		2,190	11,948	72.63%	8,365	42.83%
436135	Pac Bell Mobile Svcs-Rent	21,885		21,885		1,788	7,151	32.68%	6,861	4.23%
USE OF MONEY AND PROPERTY - TOTAL		\$ 321,355		\$ 321,355		\$ (139,802)	\$ 44,747	13.92%	\$ 24,151	-85.28%

MISCELLANEOUS REVENUE
September 2022 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
437100	Sale Of Publications	\$ -	\$ -	\$ -	\$ 1	**	\$ 120	-99.17%
437105	Firework Services	475	475	-	-	0.00%	-	**
437110	Candidate Statements	-	-	-	1,508	**	-	100.00%
437125	Donations	-	1,500	-	-	**	300	**
437135	Expense Reimbursement	-	-	69	69	**	39,292	-99.82%
437137	Loan Repayment from Landscape Maintenance District	133,460	133,460	-	-	0.00%	-	**
437195	Other Revenue	30,000	30,000	60	2,062	6.87%	3,981	-48.20%
MISCELLANEOUS REVENUE - TOTAL		\$ 163,935	\$ 165,435	\$ 129	\$ 3,640	2.20%	\$ 43,693	-91.67%

* = Actual data is reported through September.

TRANSFERS IN
September 2022 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
439211	Transfer From Gas Tax Fund	\$ 205,000	\$ 205,000	\$ 17,083	\$ 51,250	25.00%	\$ 51,250	0.00%
439223	Transfer From Protective Services Fund	382,000	382,000	-	7,730	2.02%	4,576	68.92%
439242	Transfer Fr Supp Law Enf Grant	150,000	150,000	12,500	37,500	25.00%	37,500	0.00%
	TRANSFERS IN - TOTAL	\$ 737,000	\$ 737,000	\$ 29,583	\$ 96,480	13.09%	\$ 93,326	3.38%

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City of Stanton
September 2022 General Fund Expenditures (25% of year)

Division No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		% Change from Prior Year
		Adopted Budget	Amended Budget	Activity During September	Year to Date Actual *	Percent of Budget	FY 2021/22 Actual*	
1100	City Council	\$ 137,875	\$ 136,015	\$ 13,557	\$ 43,363	31.88%	\$ 40,950	5.89%
1200	City Attorney	275,000	275,000	293	293	0.11%	420	-30.24%
1300	City Manager	603,900	619,300	53,354	106,808	17.25%	119,410	-10.55%
1400	City Clerk	241,880	241,880	8,627	36,500	15.09%	46,496	-21.50%
1410	Personnel/Risk Management	207,435	207,435	21,897	45,780	22.07%	37,348	22.58%
1510	Information Technology	683,135	690,210	62,058	226,003	32.74%	183,771	22.98%
	Administration	2,149,225	2,169,840	159,786	458,747	21.14%	428,395	7.09%
1500	Finance	977,075	982,750	104,904	225,551	22.95%	198,895	13.40%
1600	Non-Dept (excludes Transfers)	315,000	315,000	-	-	0.00%	-	**
	Finance	1,292,075	1,297,750	104,904	225,551	17.38%	198,895	13.40%
1520	Emergency Preparedness	5,000	9,175	-	-	0.00%	7,087	-100.00%
2100	Law Enforcement	13,071,380	13,071,380	1,097,096	3,264,860	24.98%	3,045,064	7.22%
2200	Fire Protection	5,306,190	5,306,190	1,315,788	1,315,788	24.80%	1,283,387	2.52%
2230	Contractual Ambulance Svcs	2,500	2,500	330	330	13.20%	-	100.00%
2400	Animal Control Services	200,965	200,965	-	16,207	8.06%	46,305	-65.00%
2500	Public Safety-Other	117,310	117,310	9,080	42,052	35.85%	49,155	-14.45%
4300	Parking Control	246,585	246,585	23,152	47,716	19.35%	59,763	-20.16%
6200	Code Enforcement	637,030	637,030	68,696	141,193	22.16%	117,825	19.83%
	Public Safety	19,586,960	19,635,070	2,514,142	4,828,146	24.59%	4,608,586	4.76%
3000	Public Works Administration	560,850	560,850	61,289	151,663	27.04%	108,793	39.41%
3100	Engineering	258,665	262,550	14,146	42,903	16.34%	33,902	26.55%
3200	Public Facilities	816,040	812,840	67,814	124,296	15.29%	74,109	67.72%
3300	Crossing Guard	45,165	45,165	758	2,349	5.20%	3,966	-40.77%
3400	Parks Maintenance	466,110	466,110	40,710	71,822	15.41%	83,941	-14.44%
3500	Street Maintenance	508,135	508,135	32,420	76,516	15.06%	80,651	-5.13%
3600	Storm Drains	129,860	130,360	583	583	0.45%	-	100.00%
6300	Graffiti Abatement	110,370	110,370	7,847	16,843	15.26%	9,326	80.60%
	Public Works	2,895,195	2,896,380	225,567	486,975	16.81%	394,688	23.38%

* = Actual data is reported through September.

City of Stanton
September 2022 General Fund Expenditures (25% of year)

Division No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change from Prior Year
				Activity During September	Year to Date Actual *	Percent of Budget		
4000	Community Development Administration	308,915	308,915	27,713	104,415	33.80%	97,366	7.24%
4100	Planning	511,660	594,575	41,928	65,662	11.04%	86,349	-23.96%
4200	Building Regulation	524,990	524,990	9,260	21,225	4.04%	37,026	-42.68%
4400	Business Relations	37,800	37,800	137	707	1.87%	-	100.00%
	Community Development	1,383,365	1,466,280	79,038	192,009	13.09%	220,741	-13.02%
5000	Public Information Office	143,875	138,660	12,641	25,538	18.42%	25,079	1.83%
5100	Community Services Administration	583,020	587,720	51,788	170,663	29.04%	144,152	18.39%
5200	Community Center Operations	202,300	202,300	10,503	24,223	11.97%	19,244	25.87%
5300	Park Operations	238,925	238,925	29,534	61,319	25.66%	48,793	25.67%
5400	Senior Citizen Programs	67,360	67,360	5,381	11,136	16.53%	15,281	-27.13%
5500	Recreation Programs	54,310	54,310	6,366	20,603	37.94%	15,646	31.68%
	Community Services	1,289,790	1,289,275	116,213	313,482	24.31%	268,195	16.89%
	Transfer to FACT Grant	46,470	46,470	9,670	9,670	20.81%	4,275	126.20%
	Transfer to Senior Transportation Fund	11,045	11,045	1,092	2,310	20.91%	1,451	59.20%
	Transfer to SCP Maintenance	59,200	59,200	4,933	14,800	25.00%	10,285	43.90%
	Transfer to Capital Projects Fund	180,000	180,000	-	-	0.00%	-	**
	Transfers to Other Funds	296,715	296,715	15,695	26,780	9.03%	16,011	67.26%
	TOTAL EXPENDITURES	\$ 28,893,325	\$ 29,051,310	\$ 3,215,345	\$ 6,531,690	22.48%	\$ 6,135,511	6.46%

* = Actual data is reported through September.

Administration - Vazquez
September 2022 General Fund Expenditures (25% of year)

		FY 2022/23							
		FY 2022/23	FY 2022/23	Activity				FY 2021/22	% Change
Acct. No.	Description	Adopted	Amended	During	Year to Date			Actual*	From Prior
		Budget	Budget	September	Actual *	% of Budget			Year
101	General Fund								
1100	City Council								
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 5,985	\$ 14,091	26.99%	\$ 14,041	0.36%	
502115	Unemployment Insurance	805	805	-	-	0.00%	-	**	
502120	Medicare/Fica	760	760	87	203	26.71%	203	0.00%	
502130	Other Benefit Charges	750	750	61	122	16.27%	273	-55.31%	
602100	Special Dept Expense	10,000	10,000	447	2,925	29.25%	3,656	-19.99%	
602110	Office Expense	2,000	2,000	98	98	4.90%	20	390.00%	
607100	Membership/Dues	37,695	37,695	5,679	22,335	59.25%	18,368	21.60%	
607110	Travel/Conference/Meetings	11,000	11,000	1,200	1,200	10.91%	1,571	-23.62%	
612115	Liability Insurance Charge	2,665	2,665	-	2,389	89.64%	2,815	-15.13%	
702100	Furniture-Office	20,000	18,140	-	-	0.00%	-	**	
1100	City Council Total	137,875	136,015	13,557	43,363	31.88%	40,950	5.89%	
1200	City Attorney								
608105	Professional Services	275,000	275,000	293	293	0.11%	420	-30.24%	
1200	City Attorney Total	275,000	275,000	293	293	0.11%	420	-30.24%	
1300	City Manager								
501110	Salaries-Regular	373,615	383,750	31,691	51,781	13.49%	59,054	-12.32%	
501115	Salaries-Overtime	-	-	-	-	**	40	-100.00%	
502100	Retirement	85,485	90,235	8,509	14,108	15.63%	14,948	-5.62%	
502105	Workers Comp Insurance	5,215	5,600	583	953	17.02%	1,169	-18.48%	
502110	Health/Life Insurance	42,460	42,460	2,659	4,133	9.73%	5,899	-29.94%	
502111	Medical In-Lieu Pay	-	-	-	150	**	255	-41.18%	
502115	Unemployment Insurance	360	360	-	137	38.06%	-	100.00%	
502120	Medicare/Fica	4,945	5,075	446	727	14.33%	853	-14.77%	
502130	Other Benefit Charges	2,245	2,245	279	456	20.31%	520	-12.31%	
602110	Office Expense	10,700	10,700	657	1,253	11.71%	481	160.50%	
602115	Postage	250	250	1	5	2.00%	2	150.00%	
1300	City Manager, Continued								

* = Actual data is reported through September.

Administration - Vazquez
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
602120	Books/Periodicals	150	150	-	-	0.00%	-	**
607100	Membership/Dues	1,000	1,000	432	432	43.20%	926	-53.35%
607110	Travel/Conference/Meetings	5,600	5,600	(75)	600	10.71%	446	34.53%
608105	Professional Services	48,000	48,000	8,000	12,000	25.00%	12,000	0.00%
612105	Vehicle Replacement Charge	2,060	2,060	172	515	25.00%	175	194.29%
612115	Liability Insurance Charge	21,815	21,815	-	19,558	89.65%	22,642	-13.62%
1300	City Manager Total	603,900	619,300	53,354	106,808	17.25%	119,410	-10.55%
1400	City Clerk							
501110	Salaries-Regular	119,885	119,885	13,321	26,642	22.22%	25,201	5.72%
501115	Salaries-Overtime	-	-	-	-	**	59	-100.00%
502100	Retirement	38,960	38,960	4,678	9,357	24.02%	8,483	10.30%
502105	Workers Comp Insurance	1,780	1,780	245	490	27.53%	499	-1.80%
502110	Health/Life Insurance	18,610	18,610	1,575	3,935	21.14%	3,845	2.34%
502115	Unemployment Insurance	175	175	-	-	0.00%	-	**
502120	Medicare/Fica	1,670	1,670	188	374	22.40%	354	5.65%
502130	Other Benefit Charges	985	985	117	234	23.76%	222	5.41%
602110	Office Expense	2,250	2,250	-	180	8.00%	691	-73.95%
602115	Postage	500	500	49	122	24.40%	121	0.83%
602120	Books/Periodicals	100	100	-	-	0.00%	-	**
607100	Membership/Dues	1,130	1,130	-	415	36.73%	215	93.02%
607110	Travel/Conference/Meetings	750	750	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	-	0.00%	70	-100.00%
608105	Professional Services	6,000	6,000	(11,590)	(10,810)	-180.17%	780	-1485.90%
608140	Elections	40,000	40,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	530	530	44	133	25.09%	145	-8.28%
612115	Liability Insurance Charge	6,055	6,055	-	5,428	89.64%	5,811	-6.59%
1400	City Clerk Total	241,880	241,880	8,627	36,500	15.09%	46,496	-21.50%

* = Actual data is reported through September.

Administration - Vazquez
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
1510	Information Technology							
501110	Salaries-Regular	87,950	87,950	9,771	19,543	22.22%	18,239	7.15%
501115	Salaries-Overtime	10,000	10,000	2,341	4,702	47.02%	2,064	127.81%
502100	Retirement Charges	28,020	28,020	3,432	7,095	25.32%	6,024	17.78%
502105	Workers Comp Insurance	1,250	1,250	180	384	30.72%	361	6.37%
502110	Health/Life Insurance	15,740	15,740	1,329	3,319	21.09%	3,237	2.53%
502115	Unemployment Insurance	160	160	-	-	0.00%	-	**
502120	Medicare/Fica	1,230	1,230	167	330	26.83%	273	20.88%
502130	Other Benefit Charges	805	805	86	184	22.86%	161	14.29%
602140	Materials & Supplies	30,000	30,000	1,888	2,813	9.38%	927	203.45%
603105	Equipment Maintenance	50,000	50,000	11,161	12,781	25.56%	2,905	339.97%
604100	Communications	125,900	125,900	10,298	17,554	13.94%	11,196	56.79%
608100	Contractual Services	284,750	286,610	3,729	134,720	47.00%	133,747	0.73%
612105	Vehicle Replacement Charge	5,555	5,555	463	1,389	25.00%	-	100.00%
612115	Liability Insurance Charge	4,435	4,435	-	3,976	89.65%	4,257	-6.60%
701050	Computer Software	37,340	42,555	17,213	17,213	40.45%	380	4429.74%
1510	Information Technology Total	683,135	690,210	62,058	226,003	32.74%	183,771	22.98%
TOTAL ADMINISTRATION-VAZQUEZ		\$ 1,941,790	\$ 1,962,405	\$ 137,889	\$ 412,967	21.04%	\$ 391,047	5.61%

* = Actual data is reported through September.

Administration - Guzman
September 2022 General Fund Expenditures (25% of year)

		FY 2022/23							
		FY 2022/23	FY 2022/23					FY 2021/22	% Change
Acct. No.	Description	Adopted	Amended	Activity During	Year to Date			Actual*	From Prior
		Budget	Budget	September	Actual *	% of Budget			Year
101	General Fund								
1410	Personnel/Risk Management								
501110	Salaries-Regular	\$ 112,130	\$ 112,130	\$ 12,066	\$ 24,132	21.52%	\$ 20,228	19.30%	
502100	Retirement	24,615	24,615	2,983	5,966	24.24%	4,727	26.21%	
502105	Workers Comp Insurance	1,600	1,600	222	444	27.75%	401	10.72%	
502110	Health/Life Insurance	15,740	15,740	1,342	3,353	21.30%	2,760	21.49%	
502111	Medical In-Lieu Pay	-	-	-	-	**	300	-100.00%	
502115	Unemployment Insurance	160	160	-	-	0.00%	-	**	
502120	Medicare/FICA	1,550	1,550	170	339	21.87%	297	12.39%	
502130	Other Benefit Charges	965	965	106	212	21.97%	178	16.04%	
602110	Office Expense	1,400	1,400	558	611	43.64%	33	94.60%	
602115	Postage	200	200	14	41	20.50%	26	36.59%	
607100	Membership/Dues	725	725	-	150	20.69%	425	-183.33%	
607110	Travel/Conference/Meetings	2,000	2,000	-	-	0.00%	-	**	
607115	Training	6,000	6,000	-	-	0.00%	-	**	
607120	Education Reimbursement Program	10,000	10,000	-	-	0.00%	-	**	
608105	Professional Services	10,000	10,000	3,466	4,409	44.09%	853	80.65%	
608125	Advertising/ Business Dev't	2,200	2,200	375	375	17.05%	723	-92.80%	
609125	Employee/Volunteer Recognition	12,000	12,000	554	554	4.62%	1,430	-158.12%	
612105	Vehicle Replacement Charge	495	495	41	124	25.05%	153	-23.39%	
612115	Liability Insurance Charge	5,655	5,655	-	5,070	89.66%	4,814	5.05%	
TOTAL ADMINISTRATION-GUZMAN		\$ 207,435	\$ 207,435	\$ 21,897	\$ 45,780	22.07%	\$ 37,348	22.58%	

* = Actual data is reported through September.

Finance-Bannigan
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 510,195	\$ 510,195	\$ 64,140	\$ 120,293	23.58%	\$ 105,324	14.21%
501115	Salaries-Overtime	500	500	75	133	26.60%	38.000	250.00%
501120	Salaries-Part Time	69,350	69,350	6,107	12,458	17.96%	10,268	21.33%
502100	Retirement	130,660	130,660	16,837	32,653	24.99%	28,222	15.70%
502105	Workers Comp Insurance	8,470	8,470	1,293	2,444	28.85%	2,289	6.77%
502110	Health/Life Insurance	49,700	49,700	4,119	10,290	20.70%	10,066	2.23%
502111	Medical In-Lieu Pay	4,350	4,350	468	1,155	26.55%	1,515	-23.76%
502115	Unemployment Insurance	1,200	1,200	78	157	13.08%	-	100.00%
502120	Medicare/FICA	8,040	8,040	890	1,669	20.76%	1,445	15.50%
502130	Other Benefit Charges	4,875	4,875	567	1,065	21.85%	932	14.27%
602110	Office Expense	8,000	8,000	49	49	0.61%	501	-90.22%
602115	Postage	5,000	5,000	120	326	6.52%	336	-2.98%
602120	Books/Periodicals	450	450	65	65	14.44%	-	100.00%
607100	Membership/Dues	795	795	500	595	74.84%	-	100.00%
607110	Travel/Conference/Meetings	4,500	4,500	-	-	0.00%	444	-100.00%
607115	Training	1,700	1,700	454	774	45.53%	-	100.00%
608105	Professional Services	107,500	113,175	5,413	5,963	5.27%	10,254	-41.85%
608107	Financial Services	17,600	17,600	3,170	4,904	27.86%	291	1585.22%
611116	Payment to Other Agencies	1,900	1,900	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	3,105	3,105	259	776	24.99%	305	154.43%
612115	Liability Insurance Charge	32,885	32,885	-	29,482	89.65%	26,665	10.56%
1500	Finance Total	970,775	976,450	104,604	225,251	23.07%	198,895	13.25%
1600	Non-Departmental							
610235	Economic Development Loan Repayment	125,000	125,000	-	-	0.00%	-	**
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	**
1600	Non-Departmental Total	165,000	165,000	-	-	0.00%	-	**
101	GENERAL FUND TOTAL	\$ 1,135,775	\$ 1,141,450	\$ 104,604	\$ 225,251	19.73%	\$ 198,895	13.25%

* = Actual data is reported through September.

Finance-Bannigan
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
102	General Fund (Transactions & Use Tax)							
1500	Finance							
608105	Professional Services	6,300	6,300	300	300	4.76%	-	100.00%
1500	Finance Total	6,300	6,300	300	300	4.76%	-	100.00%
1600	Non-Departmental							
610235	Economic Development Loan Repayment	150,000	150,000	-	-	0.00%	-	**
1600	Non-Departmental Total	150,000	150,000	-	-	0.00%	-	**
102	TRANSACTIONS AND USE TAX TOTAL	\$ 156,300	\$ 156,300	\$ 300.000	\$ 300.000	0.19%	\$ -	**
	TOTAL FINANCE	\$ 1,292,075	\$ 1,297,750	\$ 104,904	\$ 225,551	17.38%	\$ 198,895	13.40%

* = Actual data is reported through September.

Public Safety-Wren
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
101	General Fund							
1520	Emergency Services							
602140	Materials & Supplies	\$ 5,000	\$ 5,000	\$ -	\$ -	0.00%	\$ 55	-100.00%
608105	Professional Services	-	4,175	-	-	0.00%	7,032	-100.00%
1520	Emergency Services	5,000	9,175	-	-	0.00%	7,087	-100.00%
2100	Law Enforcement							
602100	Special Dept Expense	1,500	1,500	458	458	30.53%	-	100.00%
602110	Office Expense	4,000	4,000	528	1,175	29.38%	453	159.38%
602145	Gas/Oil/Lube	3,000	3,000	-	59	1.97%	24	145.83%
604100	Communications	39,100	39,100	7,769	7,769	19.87%	6,007	29.33%
608100	Contractual Services	18,155	18,155	4,539	4,539	25.00%	4,587	-1.05%
608160	O.C.S.D. Contract	9,151,370	9,151,370	762,614	2,287,296	24.99%	2,150,387	6.37%
612105	Vehicle Replacement Charge	5,555	5,555	463	1,389	25.00%	2,175	-36.14%
2100	Law Enforcement Total	9,222,680	9,222,680	776,371	2,302,685	24.97%	2,163,633	6.43%
2200	Fire Protection							
602100	Special Department Expense	43,000	43,000	-	-	0.00%	-	**
608185	O.C.F.A. Contract	3,463,190	3,463,190	862,570	862,570	24.91%	927,643	-7.01%
2200	Fire Protection Total	3,506,190	3,506,190	862,570	862,570	24.60%	927,643	-7.01%
2230	Ambulance Services							
608190	Contractual Ambulance Svcs	2,500	2,500	330	330	13.20%	-	100.00%
2230	Ambulance Services Total	2,500	2,500	330	330	13.20%	-	100.00%
2400	Animal Control Services							
608170	Animal Control Services	200,965	200,965	-	16,207	8.06%	46,305	-65.00%
2400	Animal Control Services Total	200,965	200,965	-	16,207	8.06%	46,305	-65.00%
2500	Public Safety-Other							
501110	Salaries-Regular	66,015	66,015	6,806	13,682	20.73%	16,995	-19.49%
502100	Retirement Charges	14,530	14,530	1,749	3,511	24.16%	2,987	17.54%
502105	Workers Comp Insurance	895	895	125	252	28.16%	245	2.86%
2500	Public Safety-Other, Continued							

* = Actual data is reported through September.

Public Safety-Wren
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
502110	Health/Life Insurance	45	45	35	88	195.56%	89	-1.12%
502111	Medical In-Lieu Pay	2,100	2,100	175	438	20.86%	525	-16.57%
502115	Unemployment Insurance	55	55	-	-	0.00%	-	**
502120	Medicare/FICA	890	890	101	205	23.03%	187	9.63%
502130	Other Benefit Charges	385	385	60	120	31.17%	109	10.09%
602110	Office Expense	1,200	1,200	29	193	16.08%	52	271.15%
602115	Postage	250	250	-	-	0.00%	1	-100.00%
602130	Clothing	4,500	4,500	-	-	0.00%	-	**
602140	Materials & Supplies	-	-	-	-	**	64	-100.00%
607115	Training	700	700	-	-	0.00%	-	**
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	4,678	0.00%
612115	Liability Insurance Charge	21,065	21,065	-	18,885	89.65%	23,223	-18.68%
2500	Public Safety-Other Total	117,310	117,310	9,080	42,052	35.85%	49,155	-14.45%
4300	Parking Control							
501110	Salaries-Regular	131,575	131,575	14,094	28,565	21.71%	33,532	-14.81%
502115	Salaries-Overtime	100	100	-	50	50.00%	33	51.52%
501120	Salaries-Part Time	14,250	14,250	1,605	3,314	23.26%	3,165	4.71%
502100	Retirement	40,415	40,415	4,705	9,547	23.62%	9,961	-4.16%
502105	Workers Comp Insurance	2,135	2,135	289	610	28.57%	727	-16.09%
502110	Health/Life Insurance	7,980	7,980	729	1,823	22.84%	2,769	-34.16%
502111	Medical In-Lieu Pay	4,140	4,140	351	868	20.97%	1,035	-16.14%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**
502120	Medicare/FICA	2,075	2,075	231	471	22.70%	543	-13.26%
502130	Other Benefit Charges	1,290	1,290	125	254	19.69%	297	-14.48%
602110	Office Expense	4,500	4,500	-	-	0.00%	2,590	-100.00%
602115	Postage	500	500	22	67	13.40%	76	-11.84%
602130	Clothing	-	-	-	-	**	129	-100.00%
4300	Parking Control, Continued							
604100	Communications	660	660	446	481	72.88%	35	1274.29%

* = Actual data is reported through September.

Public Safety-Wren
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
608105	Professional Services	30,000	30,000	-	-	0.00%	3,096	-100.00%
612105	Vehicle Replacement Charge	6,665	6,665	555	1,666	25.00%	1,775	-6.14%
4300	Parking Control Total	246,585	246,585	23,152	47,716	19.35%	59,763	-20.16%
6200	Code Enforcement							
501110	Salaries-Regular	406,370	406,370	44,453	89,542	22.03%	75,899	17.98%
502115	Salaries-Overtime	100	100	-	-	0.00%	14	-100.00%
501120	Salaries-Part Time	14,250	14,250	1,604	3,314	23.26%	3,165	4.71%
502100	Retirement	107,805	107,805	12,964	26,093	24.20%	21,296	22.53%
502105	Workers Comp Insurance	6,150	6,150	847	1,709	27.79%	1,565	9.20%
502110	Health/Life Insurance	46,385	46,385	4,000	10,096	21.77%	8,945	12.87%
502111	Medical In-Lieu Pay	4,560	4,560	386	956	20.96%	1,140	-16.14%
502115	Unemployment Insurance	775	775	-	-	0.00%	-	**
502120	Medicare/FICA	5,865	5,865	665	1,338	22.81%	1,143	17.06%
502130	Other Benefit Charges	3,590	3,590	392	790	22.01%	670	17.91%
602110	Office Expense	1,500	1,500	560	878	58.53%	-	100.00%
602115	Postage	1,000	1,000	11	144	14.40%	307	-53.09%
602160	Code Enforcement Equipment	6,000	6,000	-	-	0.00%	108	-100.00%
603105	Equipment Maintenance	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	570	570	-	-	0.00%	-	**
607115	Training	1,000	1,000	425	425	42.50%	-	100.00%
608100	Contractual Services	4,000	4,000	630	630	15.75%	630	0.00%
608105	Professional Services	5,000	5,000	-	-	0.00%	678	-100.00%
612105	Vehicle Replacement Charge	21,110	21,110	1,759	5,278	25.00%	2,265	133.02%
6200	Code Enforcement Total	637,030	637,030	68,696	141,193	22.16%	117,825	19.83%
101	GENERAL FUND TOTAL	\$ 13,938,260	\$ 13,986,370	\$ 1,740,199	\$ 3,412,753	24.40%	\$ 3,371,411	1.23%

* = Actual data is reported through September.

Public Safety-Wren
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
608160	O.C.S.D. Contract	3,848,700	3,848,700	320,725	962,175	25.00%	881,431	8.39%
2100	Law Enforcement Total	3,848,700	3,848,700	320,725	962,175	25.00%	881,431	8.39%
2200	Fire Protection							
608185	O.C.F.A. Contract	1,800,000	1,800,000	453,218	453,218	25.18%	355,744	21.51%
2200	Fire Protection Total	1,800,000	1,800,000	453,218	453,218	25.18%	355,744	21.51%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 5,648,700	\$ 5,648,700	\$ 773,943	\$ 1,415,393	25.06%	\$ 1,237,175	12.59%
	TOTAL PUBLIC SAFETY	\$ 19,586,960	\$ 19,635,070	\$ 2,514,142	\$ 4,828,146	24.59%	\$ 4,608,586	4.76%

* = Actual data is reported through September.

Public Works-Rangel
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23			FY 2021/22	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During September	Year to Date Actual *	% of Budget	Actual*	
101	General Fund							
3000	Public Works Administration							
501110	Salaries-Regular	\$ 362,485	\$ 362,485	\$ 43,581	\$ 82,641	22.80%	\$ 51,574	60.24%
501120	Salaries-Part Time	20,430	20,430	1,527	4,464	21.85%	4,055	10.09%
502100	Retirement Charges	82,100	82,100	9,595	19,594	23.87%	12,481	56.99%
502105	Workers Comp Insurance	5,455	5,455	830	1,549	28.40%	1,101	40.69%
502110	Health/Life Insurance	30,250	30,250	3,729	7,532	24.90%	5,952	26.55%
502111	Medical In-Lieu Pay	6,000	6,000	125	875	14.58%	650	34.62%
502115	Unemployment Insurance	645	645	109	176	27.29%	224	-27.27%
502120	Medicare/FICA	5,260	5,260	647	1,255	23.86%	800	56.88%
502130	Other Benefit Charges	2,945	2,945	384	728	24.72%	456	59.65%
602110	Office Expense	2,000	2,000	-	-	0.00%	-	**
602115	Postage	100	100	121	121	121.00%	1	12000.00%
602120	Books/Periodicals	200	200	-	-	0.00%	-	**
607100	Membership/Dues	750	750	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,300	1,300	178	521	40.08%	-	100.00%
607115	Training	1,000	1,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	5,555	5,555	463	1,389	25.00%	-	100.00%
612115	Liability Insurance Charge	34,375	34,375	-	30,818	89.65%	31,499	-2.16%
3000	Public Works Administration Total	560,850	560,850	61,289	151,663	27.04%	108,793	39.41%
3100	Engineering							
501110	Salaries-Regular	58,380	58,380	7,272	14,627	25.05%	12,422	17.75%
501115	Salaries-Overtime	300	300	1,919	3,083	1027.67%	-	100.00%
502100	Retirement	13,730	13,730	1,812	3,798	27.66%	2,312	64.27%
502105	Workers Comp Insurance	885	885	134	285	32.20%	246	15.85%
502110	Health/Life Insurance	8,240	8,240	563	1,487	18.05%	666	123.27%
502111	Medical In-Lieu Pay	-	-	20	50	**	-	100.00%
502115	Unemployment Insurance	105	105	-	-	0.00%	-	**
3100	Engineering, Continued							

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Public Works-Rangel
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
502120	Medicare/FICA	835	835	133	257	30.78%	177	45.20%
502130	Other Benefit Charges	535	535	64	136	25.42%	109	24.77%
602110	Office Expense	-	-	-	-	**	53	-100.00%
602115	Postage	-	-	-	-	**	8	-100.00%
602120	Books/Periodicals	-	-	159	159	**	-	100.00%
602140	Materials & Supplies	2,500	2,500	-	-	0.00%	365	-100.00%
607100	Membership/Dues	950	950	-	-	0.00%	600	-100.00%
608110	Engineering Services	129,240	133,125	1,515	17,355	13.04%	15,987	8.56%
608120	Plan Checking Services	33,300	33,300	-	-	0.00%	766	-100.00%
608135	Microfilming	3,000	3,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	6,665	6,665	555	1,666	25.00%	170	880.00%
3100	Engineering Total	258,665	262,550	14,146	42,903	16.34%	33,902	26.55%
3200	Public Facilities							
501110	Salaries-Regular	23,510	23,510	9,514	18,274	77.73%	14,280	27.97%
501115	Salaries-Overtime	2,000	2,000	247	417	20.85%	204	104.41%
502100	Retirement	5,310	5,310	2,352	4,544	85.57%	3,332	36.37%
502105	Workers Comp Insurance	345	345	175	339	98.26%	283	19.79%
502110	Health/Life Insurance	4,790	4,790	943	2,044	42.67%	1,721	18.77%
502115	Unemployment Insurance	80	80	-	-	0.00%	34	-100.00%
502120	Medicare/FICA	330	330	141	271	82.12%	210	29.05%
502130	Other Benefit Charges	220	220	84	162	73.64%	126	28.57%
602100	Special Dept Expense	7,885	7,885	-	29	0.37%	16	44.83%
602110	Office Expense	1,100	1,100	138	138	12.55%	-	100.00%
602130	Clothing	5,625	5,625	1,205	2,055	36.53%	1,189	72.83%
602135	Safety Equipment	500	500	-	-	0.00%	-	**
602140	Materials & Supplies	8,000	8,000	111	225	2.81%	780	-71.15%
603105	Equipment Maintenance	-	18,870	5,207	10,226	54.19%	-	100.00%
3200	Public Facilities, Continued							
603110	Building Maintenance	129,740	126,945	7,763	18,277	14.40%	7,149	155.66%

* = Actual data is reported through September.

Public Works-Rangel
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
604100	Communications	40,000	40,000	71	415	1.04%	1,276	-67.48%
604105	Utilities	170,000	170,000	21,375	39,981	23.52%	29,311	36.40%
608100	Contractual Services	165,800	162,600	15,479	17,873	10.99%	13,283	34.56%
611110	O.C. Sanitation District User Fee	14,700	14,700	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	36,105	36,105	3,009	9,026	25.00%	915	886.45%
701105	Equipment-General	200,000	169,060	-	-	0.00%	-	**
704100	Equipment-General	-	14,865	-	-	0.00%	-	**
3200	Public Facilities Total	816,040	812,840	67,814	124,296	15.29%	74,109	67.72%
3300	Crossing Guard							
608175	Crossing Guard Services	45,165	45,165	758	2,349	5.20%	3,966	-40.77%
3300	Crossing Guard Total	45,165	45,165	758	2,349	5.20%	3,966	-40.77%
3400	Parks Maintenance							
501110	Salaries-Regular	85,165	85,165	10,108	18,758	22.03%	18,130	3.46%
501115	Salaries-Overtime	3,000	3,000	104	534	17.80%	1,034	-48.36%
502100	Retirement	18,700	18,700	2,487	4,663	24.94%	4,211	10.73%
502105	Workers Comp Insurance	1,220	1,220	186	350	28.69%	359	-2.51%
502110	Health/Life Insurance	11,055	11,055	963	2,403	21.74%	2,744	-12.43%
502111	Medical In-Lieu Pay	840	840	70	175	20.83%	193	-9.33%
502115	Unemployment Insurance	220	220	-	-	0.00%	30	-100.00%
502120	Medicare/Fica	1,160	1,160	149	282	24.31%	281	0.36%
502130	Other Benefit Charges	760	760	89	167	21.97%	160	4.38%
602100	Special Dept Expense	7,000	7,000	27	617	8.81%	-	100.00%
603105	Equipment Maintenance	17,000	17,000	-	660	3.88%	4,698	-85.95%
604105	Utilities	180,000	180,000	15,496	27,176	15.10%	27,896	-2.58%
605100	Land Lease	5,000	5,000	-	2,661	53.22%	2,661	0.00%
608100	Contractual Services	126,100	126,100	10,290	11,154	8.85%	20,430	-45.40%
3400	Parks Maintenance, Continued							
612105	Vehicle Replacement Charge	8,890	8,890	741	2,222	24.99%	1,114	99.46%
3400	Parks Maintenance Total	466,110	466,110	40,710	71,822	15.41%	83,941	-14.44%

* = Actual data is reported through September.

Public Works-Rangel
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
3500	Street Maintenance							
501110	Salaries-Regular	114,550	114,550	7,482	18,803	16.41%	22,856	-17.73%
501115	Salaries-Overtime	6,000	6,000	209	908	15.13%	1,260	-27.94%
3500	Street Maintenance, Continued							
502100	Retirement	26,235	26,235	1,842	4,702	17.92%	5,222	-9.96%
502105	Workers Comp Insurance	1,705	1,705	138	354	20.76%	453	-21.85%
502110	Health/Life Insurance	14,455	14,455	814	2,621	18.13%	3,143	-16.61%
502111	Medical In-Lieu Pay	2,310	2,310	193	481	20.82%	529	-9.07%
502115	Unemployment Insurance	330	330	-	-	0.00%	45	-100.00%
502120	Medicare/FICA	1,650	1,650	114	293	17.76%	357	-17.93%
502130	Other Benefit Charges	1,070	1,070	66	169	15.79%	201	-15.92%
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	-	**
602125	Small Tools	4,000	4,000	-	60	1.50%	-	100.00%
602140	Materials & Supplies	65,000	65,000	4,822	6,364	9.79%	1,543	312.44%
603105	Equipment Maintenance	2,000	2,000	137	137	6.85%	610	-77.54%
608100	Contractual Services	195,000	195,000	15,700	38,916	19.96%	39,874	-2.40%
612105	Vehicle Replacement Charge	10,830	10,830	903	2,708	25.00%	4,558	-40.59%
710190	Pavement Maintenance	60,000	60,000	-	-	0.00%	-	**
3500	Street Maintenance Total	508,135	508,135	32,420	76,516	15.06%	80,651	-5.13%
3600	Storm Drain Maintenance							
603100	Emergency Maintenance Services	10,000	10,000	-	-	0.00%	-	**
608100	Contractual Services	-	500	-	-	0.00%	-	**
608155	Storm Water Monitor Program	119,860	119,860	583	583	0.49%	-	**
3600	Storm Drain Maintenance Total	129,860	130,360	583	583	0.45%	-	**

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Public Works-Rangel
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
6300	Graffiti Abatement							
501110	Salaries-Regular	41,815	41,815	3,469	6,056	14.48%	1,571	285.49%
501115	Salaries-Overtime	8,000	8,000	1,131	2,223	27.79%	388	472.94%
502100	Retirement Charges	9,410	9,410	856	1,606	17.07%	357	349.86%
502105	Workers Comp Insurance	615	615	64	124	20.16%	31	300.00%
502110	Health/Life Insurance	8,145	8,145	581	1,237	15.19%	355	248.45%
502115	Unemployment Insurance	135	135	-	-	0.00%	7	-100.00%
502120	Medicare/FICA	585	585	67	120	20.51%	28	328.57%
502130	Other Benefit Charges	390	390	31	59	15.13%	14	321.43%
602140	Materials & Supplies	25,000	25,000	792	2,849	11.40%	3,125	-8.83%
603105	Equipment Maintenance	6,000	6,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	10,275	10,275	856	2,569	25.00%	3,450	-25.54%
6300	Graffiti Abatement Total	110,370	110,370	7,847	16,843	15.26%	9,326	80.60%
	TOTAL PUBLIC WORKS	\$ 2,895,195	\$ 2,896,380	\$ 225,567	\$ 486,975	16.81%	\$ 394,688	23.38%

* = Actual data is reported through September.

Community Development-Lilley
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 189,955	\$ 189,955	\$ 20,344	\$ 40,912	21.54%	\$ 38,369	6.63%
501115	Salaries-Overtime	-	-	-	-	**	50	-100.00%
502100	Retirement Charges	43,370	43,370	5,193	10,424	24.04%	9,261	12.56%
502105	Workers Comp Insurance	2,845	2,845	374	753	26.47%	760	-0.92%
502110	Health/Life Insurance	8,680	8,680	977	2,443	28.15%	3,443	-29.04%
502115	Unemployment Insurance	225	225	-	-	0.00%	-	**
502120	Medicare/FICA	2,675	2,675	288	579	21.64%	541	7.02%
502130	Other Benefit Charges	1,260	1,260	179	360	28.57%	338	6.51%
602110	Office Expense	1,000	1,000	61	128	12.80%	458	-72.05%
602120	Books/Periodicals	1,200	1,200	-	-	0.00%	178	-100.00%
607100	Membership/Dues	1,600	1,600	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	-	-	-	-	**	22	-100.00%
607115	Training	1,200	1,200	-	-	0.00%	289	-100.00%
612105	Vehicle Replacement Charge	965	965	80	241	24.97%	-	100.00%
612115	Liability Insurance Charge	53,940	53,940	-	48,358	89.65%	43,657	10.77%
4000	Community Development Administration Total	308,915	308,915	27,713	104,415	33.80%	97,366	7.24%
4100	Planning							
501110	Salaries-Regular	302,790	289,170	20,528	36,194	12.52%	56,560	-36.01%
501115	Salaries-Overtime	1,200	1,200	-	69	5.75%	443	-84.42%
501125	Salaries-Appointed	9,000	9,000	831	1,938	21.53%	2,423	-20.02%
502100	Retirement	72,645	69,380	5,074	8,959	12.91%	12,884	-30.46%
502105	Workers Comp Insurance	4,630	4,630	378	667	14.41%	1,120	-40.45%
502110	Health/Life Insurance	61,270	58,515	2,715	4,766	8.14%	6,021	-20.84%
502111	Medical In-Lieu Pay	-	-	100	250	**	-	100.00%
502115	Unemployment Insurance	770	770	112	112	14.55%	6	1766.67%
502120	Medicare/FICA	4,475	4,275	306	553	12.94%	860	-35.70%

* = Actual data is reported through September.

Community Development-Lilley
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
4100	Planning, Continued							
502130	Other Benefit Charges	3,510	3,350	181	319	9.52%	498	-35.94%
602110	Office Expense	-	-	-	31	**	-	100.00%
602115	Postage	750	750	(43)	(253)	-33.73%	(103)	-145.63%
602140	Materials & Supplies	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	2,500	2,500	-	-	0.00%	721	-100.00%
607110	Travel/Conference/Meetings	8,200	8,200	-	-	0.00%	-	**
607115	Training	3,050	3,050	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	-	0.00%	-	**
608105	Professional Services	25,000	127,915	11,590	11,590	9.06%	4,763	143.33%
608135	Microfilming	5,000	5,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	1,870	1,870	156	467	24.97%	153	205.23%
4100	Planning Total	511,660	594,575	41,928	65,662	11.04%	86,349	-23.96%
4200	Building Regulation							
501110	Salaries-Regular	260,695	260,695	6,064	12,958	4.97%	10,982	17.99%
502100	Retirement	62,630	62,630	1,304	3,008	4.80%	2,567	17.18%
502105	Workers Comp Insurance	3,970	3,970	112	238	5.99%	217	9.68%
502110	Health/Life Insurance	48,910	48,910	676	1,852	3.79%	1,815	2.04%
502111	Medical In-Lieu Pay	-	-	22	66	**	92	-28.26%
502115	Unemployment Insurance	485	485	-	-	0.00%	104	-100.00%
502120	Medicare/FICA	3,730	3,730	88	189	5.07%	161	17.39%
502130	Other Benefit Charges	2,310	2,310	53	114	4.94%	97	17.53%
602110	Office Expense	500	500	-	-	0.00%	11	-100.00%
602115	Postage	700	700	15	23	3.29%	4	475.00%
602120	Books/Periodicals	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	1,200	1,200	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	500	500	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	-	**

* = Actual data is reported through September.

Community Development-Lilley
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
4200	Building Regulation, Continued							
608115	Inspection Services	50,000	50,000	-	-	0.00%	20,976	-100.00%
608120	Plan Checking Services	70,000	70,000	-	-	0.00%	-	**
608135	Microfilming	4,000	4,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	2,250	2,250	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	11,110	11,110	926	2,777	25.00%	-	100.00%
4200	Building Regulation Total	524,990	524,990	9,260	21,225	4.04%	37,026	-42.68%
4400	Business Relations							
607100	Membership/Dues	2,000	2,000	-	570	28.50%	-	100.00%
607110	Travel/Conference/Meetings	-	-	137	137	**	-	100.00%
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	2,250	2,250	-	-	0.00%	-	**
608145	Information Technology	18,750	18,750	-	-	0.00%	-	**
609100	Special Events	12,300	12,300	-	-	0.00%	-	**
4400	Business Relations	37,800	37,800	137,000	707	1.87%	-	100.00%
TOTAL COMMUNITY DEVELOPMENT		\$ 1,383,365	\$ 1,466,280	\$ 79,038	\$ 192,009	13.09%	\$ 220,741	-13.02%

* = Actual data is reported through September.

Community Service - Bobadilla
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
101	General Fund							
5000	Public Information Office							
501110	Salaries-Regular	\$ 93,255	\$ 89,810	\$ 8,818	\$ 17,636	19.64%	\$ 17,409	1.30%
502100	Retirement Charges	22,025	21,190	2,180	4,360	20.58%	4,069	7.15%
502105	Workers Comp Insurance	1,400	1,400	162	325	23.21%	345	-5.80%
502110	Health/Life Insurance	22,065	21,230	262	654	3.08%	2,444	-73.24%
502111	Medical In-Lieu Pay	-	-	350	875	**	-	100.00%
502115	Unemployment Insurance	200	200	-	116	58.00%	-	100.00%
502120	Medicare/FICA	1,320	1,270	133	268	21.10%	252	6.35%
502130	Other Benefit Charges	860	810	78	155	19.14%	153	1.31%
602113	Social Media	2,750	2,750	658	1,149	41.78%	155	86.51%
607100	Membership/Dues	-	-	-	-	**	252	-100.00%
5000	Public Information Office	143,875	138,660	12,641	25,538	18.42%	25,079	1.83%
5100	Community Services Administration							
501110	Salaries-Regular	323,640	323,640	34,205	64,597	19.96%	62,077	4.06%
501120	Salaries-Part Time	-	-	-	-	**	927	-100.00%
502100	Retirement	78,065	78,065	9,402	17,813	22.82%	16,243	9.67%
502105	Workers Comp Insurance	4,510	4,510	629	1,220	27.05%	1,247	-2.17%
502110	Health/Life Insurance	26,980	26,980	2,364	5,871	21.76%	5,856	0.26%
502111	Medical In-Lieu Pay	6,000	6,000	500	1,063	17.72%	1,625	-34.58%
502115	Unemployment Insurance	445	445	-	-	0.00%	-	**
502120	Medicare/FICA	4,420	4,420	485	910	20.59%	897	1.45%
502130	Other Benefit Charges	2,430	2,430	301	569	23.42%	547	4.02%
602100	Special Dept Expense	9,700	12,900	542	1,829	14.18%	981	86.44%
602110	Office Expense	3,185	3,185	966	977	30.68%	95	928.42%
602115	Postage	400	400	203	209	52.25%	8	2512.50%
603110	Building Maintenance	10,485	10,485	450	900	8.58%	450	100.00%
607100	Membership/Dues	550	550	-	-	0.00%	892	-100.00%
5100	Community Services Administration, Continued							

* = Actual data is reported through September.

Community Service - Bobadilla
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
607115	Training	6,150	6,150	-	2,159	35.11%	-	100.00%
609100	Special Events	17,900	19,400	662	1,878	9.68%	1,472	27.58%
612105	Vehicle Replacement Charge	12,945	12,945	1,079	3,236	25.00%	1,961	65.02%
612115	Liability Insurance Charge	75,215	75,215	-	67,432	89.65%	48,874	37.97%
5100	Community Services Administration Total	583,020	587,720	51,788	170,663	29.04%	144,152	18.39%
5200	Community Center Operations							
501110	Salaries-Regular	36,385	36,385	3,016	6,254	17.19%	6,740	-7.21%
501120	Salaries-Part Time	115,220	115,220	4,743	12,325	10.70%	6,335	94.55%
502100	Retirement	17,560	17,560	1,099	2,234	12.72%	1,843	21.22%
502105	Workers Comp Insurance	2,200	2,200	143	342	15.55%	259	32.05%
502110	Health/Life Insurance	4,785	4,785	299	785	16.41%	954	-17.71%
502111	Medical In-Lieu Pay	2,700	2,700	290	665	24.63%	625	6.40%
502115	Unemployment Insurance	805	805	-	-	0.00%	-	**
502120	Medicare/FICA	2,130	2,130	117	279	13.10%	199	40.20%
502130	Other Benefit Charges	1,925	1,925	29	61	3.17%	62	-1.61%
602100	Special Dept Expense	4,000	4,000	609	625	15.63%	967	-35.37%
602110	Office Expense	1,000	1,000	-	-	0.00%	-	**
603110	Building Maintenance	6,695	6,695	125	554	8.27%	1,161	-52.28%
612105	Vehicle Replacement Charge	395	395	33	99	25.06%	99	0.00%
702100	Furniture-Office	6,500	6,500	-	-	0.00%	-	**
5200	Community Center Operations	202,300	202,300	10,503	24,223	11.97%	19,244	25.87%
5300	Park Operations							
501110	Salaries-Regular	77,735	77,735	8,636	17,308	22.27%	16,260	6.45%
501115	Salaries-Overtime	-	-	180	441	**	992	-55.54%
501120	Salaries-Part Time	116,440	116,440	16,470	34,634	29.74%	23,178	49.43%
502100	Retirement	17,635	17,635	2,135	4,279	24.26%	3,800	12.61%
502105	Workers Comp Insurance	2,840	2,840	462	956	33.66%	781	22.41%
5300	Park Operations, Continued							
502110	Health/Life Insurance	9,575	9,575	827	2,074	21.66%	2,033	2.02%

* = Actual data is reported through September.

Community Service - Bobadilla
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
502111	Medical In-Lieu Pay	1,200	1,200	239	389	32.42%	400	-2.75%
502115	Unemployment Insurance	1,125	1,125	51	158	14.04%	208	-24.04%
502120	Medicare/FICA	2,720	2,720	370	765	28.13%	592	29.22%
502130	Other Benefit Charges	2,655	2,655	84	170	6.40%	155	9.68%
602100	Special Dept Expense	4,000	4,000	64	129	3.23%	394	-67.26%
602110	Office Expense	3,000	3,000	16	16	0.53%	-	100.00%
5300	Park Operations	238,925	238,925	29,534	61,319	25.66%	48,793	25.67%
5400	Senior Citizens Programs							
501110	Salaries-Regular	18,195	18,195	1,885	3,881	21.33%	5,002	-22.41%
501120	Salaries-Part Time	38,645	38,645	2,495	5,070	13.12%	7,384	-31.34%
502100	Retirement	4,225	4,225	466	959	22.70%	1,169	-17.96%
502105	Workers Comp Insurance	830	830	81	165	19.88%	245	-32.65%
502110	Health/Life Insurance	2,395	2,395	185	485	20.25%	668	-27.40%
502111	Medical In-Lieu Pay	-	-	141	291	**	300	-3.00%
502115	Unemployment Insurance	320	320	-	-	0.00%	-	**
502120	Medicare/FICA	780	780	66	134	17.18%	184	-27.17%
502130	Other Benefit Charges	770	770	18	37	4.81%	48	-22.92%
609200	Senior Citizen Program	1,200	1,200	44	114	9.50%	281	-59.43%
5400	Senior Citizens Programs	67,360	67,360	5,381	11,136	16.53%	15,281	-27.13%
5500	Recreation Programs							
602115	Postage	9,510	9,510	-	3,487	36.67%	3,047	14.44%
602150	Recreation Brochure Mailing	28,000	28,000	6,366	9,466	33.81%	7,521	25.86%
608150	Contractual Recreation Program	16,800	16,800	-	7,650	45.54%	5,078	50.65%
5500	Recreation Programs	54,310	54,310	6,366	20,603	37.94%	15,646	31.68%
TOTAL COMMUNITY SERVICES		\$ 1,289,790	\$ 1,289,275	\$ 116,213	\$ 313,482	24.31%	\$ 268,195	16.89%

* = Actual data is reported through September.

Transfers to Other Funds-Bannigan
September 2022 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
101	General Fund							
1600	Non-Departmental							
800250	Transfer to FACT Grant	\$ 46,470	\$ 46,470	\$ 9,670	\$ 9,670	20.81%	\$ 4,275	126.20%
800251	Transfer to Senior Transportation Fund	11,045	11,045	1,092	2,310	20.91%	1,451	59.20%
800280	Transfer to SCP Maintenance Fund	59,200	59,200	4,933	14,800	25.00%	10,285	43.90%
800305	Transfer to Capital Projects Fund	180,000	180,000	-	-	0.00%	-	**
	TOTAL TRANSFERS OUT	\$ 296,715	\$ 296,715	\$ 15,695	\$ 26,780	9.03%	\$ 16,011	67.26%

* = Actual data is reported through September.

ATTACHMENT C

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General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2022 (per City Reserve Policy):</u>			
Capital Improvement (A)	\$ 5,000,000		\$ 5,000,000
Economic Uncertainty (B)	5,700,000		5,700,000
Emergency Disaster Continuity (C)	2,900,000		2,900,000
Equipment and Maintenance (A)	150,000		150,000
Technology Equipment (A)	150,000		150,000
Subtotal	13,900,000	-	13,900,000
<u>Other Fund Balance Commitments:</u>			
Developer Contributions from Public Benefit Fees	1,377,796		1,377,796
Developer Contributions from Beautification Fees	190,000		190,000
Developer Contributions from Neighborhood Preservation Fees	88,500		88,500
Subtotal	1,656,296	-	1,656,296
Available Fund Balance (unreserved)	9,928,927	389,599	10,318,526
Total Discretionary Fund Balance as of June 30, 2022	25,485,223	389,599	25,874,822
Estimated increase (decrease) of fund balance during Fiscal Year 2022-23	75,310		75,310
Total Projected Discretionary Fund Balance as of June 30, 2023	\$ 25,560,533	\$ 389,599	\$ 25,950,132

Notes:

(A) - Flat amounts per Reserve Policy adopted on June 14, 2022 (City Resolution No. 2022-34).

(B) - Amount is equal to 20% of Fiscal Year 2022/23 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 14, 2022 (City Resolution No. 2022-34).

(C) - Amount is equal to 10% of Fiscal Year 2022/23 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 14, 2022 (City Resolution No. 2022-34).

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HOUSING AUTHORITY FUND (#285)
September 2022 Revenues and Expenditures (25% of year)

Account No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual *	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
REVENUES								
435100	Interest	\$ 25,000	\$ 25,000	\$ 50,975	\$ 50,975	203.90%	\$ 8,025	535.20%
435110	Unrealized Gains/Losses	-	-	(74,202)	(27,892)	**	(2,758)	911.31%
436140	Tina Way/Pacific Ave. Property Rent	560,000	560,000	153,498	169,398	30.25%	4,230	3904.68%
437135	Expense Reimbursement	1,000	1,000	-	-	0.00%	-	**
TOTAL REVENUES		\$ 586,000	\$ 586,000	\$ 130,271	\$ 192,481	32.85%	\$ 9,497	1926.76%
ESTIMATED EXPENDITURES AND OTHER USES								
Salaries and Benefits								
501110	Salaries-Regular	145,820	145,820	16,870	31,888	21.87%	31,289	1.91%
501115	Salaries-Overtime	-	-	-	-	**	109	-100.00%
501120	Salaries-Part-Time	2,575	2,575	234	480	18.64%	540	-11.11%
502100	Retirement	35,325	35,325	4,513	8,668	24.54%	8,061	7.53%
502105	Workers' Compensation	2,205	2,205	315	596	27.03%	630	-5.40%
502110	Health/Life Insurance	15,290	15,290	1,307	2,833	18.53%	3,008	-5.82%
502111	Medical in Lieu	450	450	43	144	32.00%	180	-20.00%
502115	Unemployment Insurance	195	195	22	48	24.62%	-	100.00%
502120	Medicare/FICA	2,035	2,035	230	434	21.33%	434	0.00%
502130	Other Benefits	1,055	1,055	149	281	26.64%	276	1.81%
Total-Salaries and Benefits		204,950	204,950	23,683	45,372	22.14%	44,527	1.90%
Maintenance and Operations								
602110	Office Expense	1,000	1,000	-	-	0.00%	-	**
602115	Postage	500	500	-	-	0.00%	14	-100.00%
602140	Materials and Supplies	5,000	5,000	70	410	8.20%	-	100.00%
603120	Minor Repairs	15,000	15,000	-	-	0.00%	-	**
604105	Utilities	50,000	50,000	328	4,238	8.48%	3,699	14.57%
607100	Membership Dues	4,800	4,800	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	24,000	24,000	-	-	0.00%	2,088	-100.00%
608105	Professional Services	530,500	530,500	20,517	14,213	2.68%	34,783	-59.14%

HOUSING AUTHORITY FUND (#285)
September 2022 Revenues and Expenditures (25% of year)

		FY 2022/23						
Account		FY 2022/23	FY 2022/23	Activity			FY 2021/22	% Change
No.	Description	Adopted	Amended	During	Year to Date		Actual *	From Prior
		Budget	Budget	September	Actual *	% of Budget	Actual *	Year
Maintenance and Operations , Continued								
610130	Tina Pacific Operating Expenses (QMG)	-	-	49,662	49,662	**	-	100.00%
610131	Bad Debt Expense (QMG)	-	-	14,670	14,670	**	-	100.00%
610135	Relocation Assistance	40,000	40,000	2,448	8,837	22.09%	5,551	59.20%
610230	Navigation Center (North SPA)	50,000	50,000	-	-	0.00%	-	**
611110	O.C. Sanitation User Fee	21,500	21,500	-	-	0.00%	-	**
612135	Building Maintenance	75,000	75,000	-	-	0.00%	-	**
Total-Maintenance and Operations		820,800	820,800	87,695	92,030	11.21%	46,135	99.48%
Allocated Charges								
612105	Vehicle Replacement Charge	5,805	5,805	484	1,451	25.00%	2,519	-42.40%
612115	Liability Insurance Charge	7,295	7,295	-	6,540	89.65%	13,345	-50.99%
612140	Information Technology Charge	18,215	18,215	1,518	4,554	25.00%	6,019	-24.34%
614205	Admin Overhead	21,580	21,580	3,197	6,018	27.89%	5,047	19.24%
Total-Allocated Charges		52,895	52,895	5,199	18,563	35.09%	26,930	-31.07%
Capital Outlay								
760100	Demolition/Condemnation	200,000	293,800	-	-	**	-	**
790100	Land Acquisition	-	2,500,000	-	-	**	-	**
Total-Capital Outlay		200,000	2,793,800	-	-	**	-	**
TOTAL EXPENDITURES		\$ 1,278,645	\$ 3,872,445	\$ 116,577	\$ 155,965	4.03%	\$ 117,592	32.63%
REVENUES OVER (UNDER) EXPENDITURES		\$ (692,645)	\$ (3,286,445)	\$ 13,694	\$ 36,516		\$ (108,095)	

* = Actual data is reported through September.

ATTACHMENT E

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

Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2022	\$ 12,414,239
Estimated increase (decrease) of fund balance during Fiscal Year 2022-23	<u>(3,283,695)</u>
Projected Available Fund Balance as of June 30, 2023	<u><u>\$ 9,130,544</u></u>

CITY OF STANTON
FY 2022/23
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2022 THROUGH SEPTEMBER 30, 2022

Task Code	Description	Adopted Budget 2022/23	FY 2021/22 Budget Carryover (Pending CM Approval)	Other Budget Adjustments	Amended Budget 2022/23	YTD Actual 2022/23	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Street Projects									
2022-101	Citywide Street Rehabilitation (FY 2021/22)	\$ -	\$ 1,846,245	\$ -	\$ 1,846,245	\$ 141,856	\$ 1,715,125	100.6%	\$ (10,736)
2022-102	Citywide Street Sign Replacement	-	149,490	-	149,490	-	-	0.0%	149,490
2023-101	Citywide Street Rehabilitation (FY 2022/23)	2,090,000	109,050	-	2,199,050	9,553	99,558	5.0%	2,089,939
2023-102	Greening Stanton	180,000	-	-	180,000	-	-	0.0%	180,000
	Catch Basin Connector Pipe Screen								
2023-103	Installations (FY 2022/23)	70,000	-	-	70,000	-	-	0.0%	70,000
Total Street Projects		\$ 2,340,000	\$ 2,104,785	\$ -	\$ 4,444,785	\$ 151,409	\$ 1,814,683	44.2%	\$ 2,478,693
Parks Projects									
2021-201	Park Master Plan	\$ -	\$ 174,620	\$ -	\$ 174,620	\$ 11,227	\$ 152,161	93.6%	\$ 11,232
2021-205	Dog Park	-	154,555	-	154,555	10,724	123,918	87.1%	19,913
2022-201	Family Resource Center Improvements	182,600	391,140	-	573,740	376	23,740	4.2%	549,624
2022-203	Orangewood Parkette	850,000	78,885	-	928,885	257	58,844	6.4%	869,784
2022-204	Norm Ross Sports Park	-	7,691,060	-	7,691,060	1,082	640,000	8.3%	7,049,978
2022-205	Replace Shade Structure at Stanton Central Park	-	60,000	-	60,000	344	-	0.6%	59,656
2022-206	Premier Park Renovation	500,000	150,000	200,000	850,000	8,067	80,843	10.5%	761,090
2022-820	Stanton Park Adult Fitness Equipment	84,090	3,885	-	87,975	1,515	2,368	4.4%	84,092
2022-833	Stanton Park Refresh	-	-	410,000	410,000	-	-	0.0%	410,000
Total Parks Projects		\$ 1,616,690	\$ 8,704,145	\$ 610,000	\$ 10,930,835	\$ 33,592	\$ 1,081,874	10.2%	\$ 9,815,369
Sewer									
2022-301	Sewer Master Plan Update	\$ -	\$ 531,225	\$ -	\$ 531,225	\$ 336	\$ 480,489	90.5%	\$ 50,400
2023-301	Annual Sewer Rehabilitation (FY 2022/23)	550,000	-	-	550,000	-	-	0.0%	550,000
Total Sewer		\$ 550,000	\$ 531,225	\$ -	\$ 1,081,225	\$ 336	\$ 480,489	44.5%	\$ 600,400
Facilities									
2022-839	ADA Transition Plan	\$ -	\$ -	\$ 90,000	\$ 90,000	\$ -	\$ -	0.0%	\$ 90,000
Total Facilities		\$ -	\$ -	\$ 90,000	\$ 90,000	\$ -	\$ -	0.0%	\$ 90,000
GRAND TOTAL		\$ 4,506,690	\$ 11,340,155	\$ 700,000	\$ 16,546,845	\$ 185,337	\$ 3,377,046	21.5%	\$ 12,984,462

CITY OF STANTON
FY 2022/23
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2022 THROUGH SEPTEMBER 30, 2022

Task Code	Description	Adopted Budget 2022/23	FY 2021/22 Budget Carryover (Pending CM Approval)	Other Budget Adjustments	Amended Budget 2022/23	YTD Actual 2022/23	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Funding Source									
101	General Fund	\$ 180,000	\$ 32,885	\$ -	\$ 212,885	\$ 1,515	\$ 2,368	1.8%	\$ 209,002
211	Gas Tax Fund	27,763	276,920	-	304,683	-	-	0.0%	304,683
215	RMRA Fund	1,011,998	1,109,895	-	2,121,893	-	245,813	11.6%	1,876,080
220	Measure M Turnback Fund	1,064,239	656,040	-	1,720,279	151,409	1,568,870	100.0%	-
222	CDBG Grant Fund	-	350,000	-	350,000	-	-	0.0%	350,000
227	Other Grants Fund	1,107,976	7,691,060	-	8,799,036	1,082	640,000	7.3%	8,157,954
257	ARPA Fund	-	174,620	700,000	874,620	11,227	152,161	18.7%	711,232
305	Capital Projects Fund (Reserves)	31,000	92,930	-	123,930	344	-	0.3%	123,586
310	Park In-Lieu Fund	533,714	424,580	-	958,294	19,424	287,345	32.0%	651,525
501	Sewer Maintenance Fund	405,000	531,225	-	936,225	336	480,489	51.4%	455,400
502	Sewer Capital Improvement Fund	145,000	-	-	145,000	-	-	0.0%	145,000
GRAND TOTAL		\$ 4,506,690	\$ 11,340,155	\$ 700,000	\$ 16,546,845	\$ 185,337	\$ 3,377,046	21.5%	\$ 12,984,462

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

SUBJECT: RESOLUTION APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

REPORT IN BRIEF:

Pursuant to the Political Reform Act ("Act"), the City Council directed staff to: (1) conduct a review of the City's Conflict of Interest Code ("Code") to determine if a change in the Code was necessary; (2) file a biennial notice regarding the results of the review no later than the required deadline; (3) revise the Code if necessary based upon such review; and (4) submit the amended Code to the City Council for adoption and approval, in accordance with Section 87303 of the Act.

During the review process, staff found that amendments to the City's Conflict of Interest Code are necessary. A redline version of the proposed amended Code is attached.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve and adopt Resolution No. 2022-44, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974".

BACKGROUND:

The Political Reform Act of 1974, Government Code Section 81000 et seq. ("Act"), requires all public agencies to adopt and maintain a Conflict of Interest Code. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5). The City Council is the City's code-reviewing body. As the code-reviewing body, the City Council directed that the Code

be reviewed and, if a change in the Code was necessary, that a revised Code be prepared and submitted to the City Council for adoption and approval.

During this review, staff found that amendments to the Code are necessary to include new positions required to be designated.

ANALYSIS/JUSTIFICATION:

Subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW

The City Attorney has reviewed and approved the accompanying resolution as to form.

PUBLIC NOTIFICATION:

Public notice for this item was publicly posted and made to each affected position as required by the Fair Political Practices Commission and made through the regular agenda process.

STRATEGIC PLAN COMPONENT ADDRESSED:

Objective 6: Maintain and promote a responsive, high quality and transparent government.

Prepared by: Patricia A. Vazquez, City Clerk

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

A. Legislative (redline) version of amended Conflict of Interest Code

B. Resolution No. 2022-44 w/ Amended Conflict of Interest Code Attached

LEGISLATIVE VERSION
(SHOWS CHANGES MADE)

CONFLICT OF INTEREST CODE
OF THE
CITY OF STANTON

CONFLICT OF INTEREST CODE OF THE CITY OF STANTON

(Amended November ~~12, 2020~~ 22, 2022)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Stanton (the "City")**.

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, shall electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF STANTON

(Amended November ~~12, 2020~~ 22, 2022)

PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3, are NOT subject to the City’s Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

Finance Director/Treasurer
Investment Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Administrative Services Director	4, 7
Administrative Services Manager	4, 7
Administrative Services Supervisor	5, 6
Assistant City Engineer	2, 3, 5
Assistant City Manager	1, 2
<u>Assistant Community and Economic Development Director</u>	<u>2, 3, 5, 6</u>
Assistant Planner	1, 2
Assistant to the City Manager	1, 2
Associate Engineer	2, 3, 5
Associate Planner	1, 2
Building Inspector	6
Building Official	5, 6
Business License Specialist	5, 6
City Attorney (not filing under GC 87200)	1, 2
City Clerk	5
Civil Engineer	2, 3, 5
Code Enforcement Officer	2, 5
<u>Code Enforcement/Parking Control Manager</u>	<u>5</u>

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Code Enforcement/Parking Control Supervisor	2, 5
Community & Economic Development Director	2, 3, 5, 6
Community Services Coordinator	5, 7
Community Services Director	5
Community Services Manager	5
Community Services Supervisor	5
Deputy City Manager	1, 2
Economic Development Specialist	2, 3, 5, 6
Engineering Assistant	2, 3, 5
Facilities Maintenance Supervisor	2, 5
Housing Associate	2, 5, 6, 7
Housing Specialist	5, 6, 7
<u>Human Resources Manager</u>	<u>5</u>
Human Resources/ Risk Management Analyst	5
Information Technology Specialist	5
<u>Management Analyst</u>	<u>5</u>
<u>Marketing Assistant</u>	<u>5</u>
Park Ranger	5
Planning Manager	2, 3, 5, 6
Public Safety Services Director	2, 5, 6
Public Works Director/City Engineer	2, 3, 5, 6

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Public Works Inspector

2, 3, 5, 6

Public Works Manager

5

Recreation Leader

5

Redevelopment Associate

2, 3, 5, 7

Senior Planner

1, 2

Senior Public Works Inspector

2, 3, 5, 6

MEMBERS OF BOARDS,
COMMITTEES & COMMISSIONS

Parks & Recreation Commission

2, 3, 5

Stanton Community Foundation

1, 2

Successor Agency

1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg. 18700.3 or in a new position created since this Code was last approved that make or participate in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code §. 82019; FPPC Regs. 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code §. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which ~~he or she~~ the designated is assigned.³ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City or its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

RESOLUTION NO. 2022-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Stanton (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted an amended Conflict of Interest Code (the "Code") by Resolution No. 2020-47 dated November 10, 2020; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each affected designated employee and was publicly posted for review; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on November 22, 2022, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:

SECTION 1: The City Council does hereby approve and adopt the amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours.

SECTION 2: That the said amended Conflict of Interest Code shall become effective immediately upon adoption and approval.

SECTION 3: This Resolution rescinds all previous Conflict of Interest Codes of the City of Stanton.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Stanton on this 22nd day of November, 2022.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-44 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 November 22, 2022, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

**CONFLICT OF INTEREST CODE
OF THE
CITY OF STANTON**

CONFLICT OF INTEREST CODE OF THE CITY OF STANTON

(Amended November 22, 2022)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Stanton (the "City")**.

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APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF STANTON

(Amended November 22, 2022)

PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3, are NOT subject to the City’s Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

Finance Director/Treasurer
Investment Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Administrative Services Director	4, 7
Administrative Services Manager	4, 7
Administrative Services Supervisor	5, 6
Assistant City Engineer	2, 3, 5
Assistant City Manager	1, 2
Assistant Community and Economic Development Director	2, 3, 5, 6
Assistant Planner	1, 2
Assistant to the City Manager	1, 2
Associate Engineer	2, 3, 5
Associate Planner	1, 2
Building Inspector	6
Building Official	5, 6
Business License Specialist	5, 6
City Attorney (not filing under GC 87200)	1, 2
City Clerk	5
Civil Engineer	2, 3, 5
Code Enforcement Officer	2, 5
Code Enforcement/Parking Control Manager	5

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Code Enforcement/Parking Control Supervisor	2, 5
Community & Economic Development Director	2, 3, 5, 6
Community Services Coordinator	5, 7
Community Services Director	5
Community Services Manager	5
Community Services Supervisor	5
Deputy City Manager	1, 2
Economic Development Specialist	2, 3, 5, 6
Engineering Assistant	2, 3, 5
Facilities Maintenance Supervisor	2, 5
Housing Associate	2, 5, 6, 7
Housing Specialist	5, 6, 7
Human Resources Manager	5
Human Resources/ Risk Management Analyst	5
Information Technology Specialist	5
Management Analyst	5
Marketing Assistant	5
Park Ranger	5
Planning Manager	2, 3, 5, 6
Public Safety Services Director	2, 5, 6

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Public Works Director/City Engineer	2, 3, 5, 6
Public Works Inspector	2, 3, 5, 6
Public Works Manager	5
Recreation Leader	5
Redevelopment Associate	2, 3, 5, 7
Senior Planner	1, 2
Senior Public Works Inspector	2, 3, 5, 6

MEMBERS OF BOARDS,
COMMITTEES & COMMISSIONS

Parks & Recreation Commission	2, 3, 5
Stanton Community Foundation	1, 2
Successor Agency	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg. 18700.3 or in a new position created since this Code was last approved that make or participate in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code §. 82019; FPPC Regs. 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code §. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.³ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of the City.

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Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated employee's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City or its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

**SUBJECT: AMENDMENT OF AGREEMENT FOR CONSULTING SERVICES WITH
KTGY FOR THE PREPARATION OF THE TOWN CENTER SPECIFIC
PLAN**

REPORT IN BRIEF:

Due to staffing changes among the consultant team, additional time is requested to complete the Town Center Specific Plan and associated studies. The original term of the contract ended June 30, 2022. Staff requests the Council authorize an extension to June 30, 2023.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Amendment to the Agreement for Consulting Services with KTGY to extend the term of the contract to June 30, 2023; and
3. Authorize the City Manager to execute the Amendment between the City of Stanton and KTGY.

BACKGROUND:

On July 28, 2020, the City Council approved a contract with KTGY for the preparation of the Town Center Specific Plan. The term of the contract was through June 30, 2022. Due to staffing changes among the consultant team, additional time is requested to complete the studies and the document. The Specific Plan and studies are 80% completed with the environmental document, financial feasibility study and market study underway but outstanding. Additional time is requested to finish the components for the Town Center Specific Plan.

ANALYSIS/JUSTIFICATION:

Extension of the term date would allow the consultant to complete the environmental document and associated studies. Staff is currently reviewing the draft Town Center Specific Plan and will work closely with the consultant to complete the remaining pieces.

FISCAL IMPACT:

No change in the contract amount is requested as part of this action. Therefore, no fiscal impact will occur as part of this action. The only change is to extend the contract date to June 30, 2023 to complete the environmental document and associated studies.

ENVIRONMENTAL IMPACT:

This project not subject to the California Environmental Quality Act Section pursuant to Sections 15378(b)(5), organization or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective 5: Provide a High Quality of Life

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

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by: Maribeth Tinio, Planning Manager

Reviewed by: Jennifer Lilley, Community and Economic Development Director

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Amendment to Contract with KTG



AMENDMENT TO CONTRACT

Submitted to: City of Stanton
Jennifer Lilley, Community &
Economic Director
7800 Katella Ave.
Stanton, CA 90680
714-890-4213
jlilley@ci.stanton.ca.us

Date: October 31, 2022

Community Name: Town Center Specific Plan
Project No: 20200398.00
Re: Amendment to Agreement Term
Amendment (AMD) No.: 4

Prepared by: KTGy Group, Inc.
Geoff Graney
17911 Von Karman Ave, Suite 200
Irvine, CA 92614
949-851-2133
ggraney@ktgy.com

Client and KTGy agree as follows:


The Agreement For Consulting Services dated July 28, 2020 between Client and KTGy shall be amended by deleting the entirety of Section 1 and replacing Section 1 as follows:

“1. Term. This Agreement shall commence on July 28, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023 unless sooner terminated pursuant to the provisions of this Agreement.”

All other terms and conditions of the original contract shall remain unchanged.

KTGY Group, Inc.

City of Stanton

Signed: 
Name: Ken Ryan
Title: Principal
Date: 10/31/2022

Signed: _____
Name: _____
Title: _____
Date: _____

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

SUBJECT: AWARD OF CONTRACT TO DISABILITY ACCESS CONSULTANTS, LLC TO PROVIDE AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN DEVELOPMENT SERVICES AND APPROPRIATION OF FUNDS (TASK CODE 2022-839)

REPORT IN BRIEF:

City staff released a Request for Proposal (RFP) soliciting proposals to provide professional ADA self-evaluation and transition plan development services. Disability Access Consultants, LLC is the best qualified firm to provide the professional services and staff is recommending award of contract to that firm. In addition, staff is requesting City Council approval for an appropriation of \$20,000 from the Gas Tax Fund (#211) to increase the budget for the ADA Self-Evaluation and Transition Plan project from \$90,000 to \$110,000.

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 to Disability Access Consultants, LLC to provide professional ADA Self-Evaluation and Transition Plan development services for a maximum contract amount of \$99,730; and
3. Authorize the City Manager to bind the City of Stanton and Disability Access Consultants, LLC in a contract to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$10,000 to Disability Access Consultants, LLC; and
5. Appropriate \$20,000 from the Gas Tax Fund (#211) to increase the ADA Self-Evaluation and Transition Plan Development project’s budget to \$110,000.

BACKGROUND:

Public right-of-way and facilities are required to be accessible to persons with disabilities pursuant to the Americans with Disabilities Act of 1990 (ADA). This statute prohibits public agencies from discriminating against persons with disabilities by excluding them from services, programs, or activities. The City is required to have an ADA Transition Plan to be eligible to obtain Federal grant funding.

The ADA Transition Plan will identify existing obstacles limiting accessibility, specify a schedule for achieving compliance, and provide recommendations for complying with accessibility requirements as mandated by the ADA and State of California Access Codes. It will also provide the basis for prioritizing, budgeting, implementing, and monitoring barrier removal.

City staff released a Request for Proposal (RFP) soliciting proposals to provide professional ADA Self-Evaluation and Transition Plan development services. The RFP was released in accordance with the City's Purchasing Policy and Procedures.

ANALYSIS/JUSTIFICATION:

A Request for Proposals was issued on August 1, 2022 with a proposal due date of September 12, 2022. Five (5) firms provided proposals: Ardurra Group, Inc., Bureau Veritas Technical Assessments LLC, Disability Access Consultants, LLC (DAC), Sally Swanson Architects, Inc., and Sustainable Recreation Design. The proposals were evaluated by the Public Works Department, and City staff came to a consensus that DAC provided the best proposal.

DAC is qualified to provide professional ADA Self-Evaluation and Transition Plan development services for City facilities, parks, and public Right-of-Way. DAC has successfully provided the same services to other cities, such as Fountain Valley, San Juan Capistrano, Carlsbad, and San Mateo. The total fee is \$99,730 with an optional citywide reference map and project database as optional services for no extra fees.

FISCAL IMPACT:

On September 27, 2022, the City Council allocated \$90,000 from the City's ARPA Fund (#257) for this project. Staff is requesting City Council approval to appropriate \$20,000 from the Gas Tax Fund (#211) to increase the budget to \$110,000, to cover the proposal cost and the contingency amount.

The City is a member agency of the California Joint Powers Insurance Authority (CJPIA), who offers an ADA Assistance Program. The Program assists member agencies in achieving compliance with ADA laws by providing technical and financial resources. City staff is working with CJPIA to secure reimbursement to supplement the City's budget, up to a maximum amount of \$24,300. Any reimbursement would be applied back to the ARPA and Gas Tax Funds depending on reimbursable activities.

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.

PUBLIC NOTIFICATION:

Notifications were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3. Provide a Quality Infrastructure

Prepared by: Han Sol Yoo, E.I.T, Associate Engineer

Reviewed by: Cesar Rangel, P.E., Public Works Director / City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

A. Professional Services Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND
TRANSITION PLAN DEVELOPMENT 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 **Disability Access Consultants, LLC**, a **Limited Liability Company**, with its principal place of business at **2862 Olive Highway, Suite D, Oroville, CA 95966** (“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 **Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan Development** 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 **Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan Development** 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 **Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan Development** 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 **Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan Development** 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 22, 2022** to **October 25, 2024**, unless earlier terminated as provided herein. Consultant shall complete the

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

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability 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 **NINETY-NINE THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$99,730.00)** ("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:

Disability Access Consultants, LLC
2862 Olive Highway, Suite D
Oroville, CA 95966
Attn: **Tim Mahoney, General Manager**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Cesar Rangel, Department of Public Works**

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

DISABILITY ACCESS CONSULTANTS,
LLC

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name: Barbara Thorpe
Title: President

By: _____
Name: Tim Mahoney
Title: General Manager

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”
SCOPE OF SERVICES



**Proposal for
Americans with Disabilities Act (ADA)
Self-evaluation and Transition Plan Development Services**

September 9, 2022

Disability Access Consultants, LLC
2862 Olive Highway, Suite D
Oroville, CA 95966



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LETTER OF TRANSMITTAL

Date: September 9, 2022

To: Joe Ames, Director of Public Works/City Engineer
City of Stanton
Public Works Department
7800 Katella Avenue
Stanton, CA 90680

Re: **Request for Proposal Response for American with Disabilities Act (ADA) Self-Evaluation and Transition Plan Development Services**

Firm Information: Disability Access Consultants, LLC (DAC)

Corporate Address: 2862 Olive Highway, Suite D, Oroville, CA 95966

Project Contacts:	Tim Mahoney, General Manager tmahoney@dac-corp.com (800) 743-7067	Barbara Thorpe, President bthorpe@dac-corp.com (800) 743-7067
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We appreciate the opportunity to submit our statement of qualifications and proposal for providing consultant services for an Americans with Disabilities Act (ADA) Self-evaluation and Transition Plan for the City of Stanton facilities, parks, parking lots, street, intersections and sidewalks.

Disability Access Consultants, LLC (DAC) has thoroughly examined the request for proposals and has become familiar with the work and deliverables required in the RFP and is capable of performing quality work to achieve the objectives of the City. DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Stanton. DAC has an extensive and successful history of performing and delivering quality work that will and exceed the objectives of this RFP for the City.

Founded as a California company in 1998, DAC has provided services for the past 24 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulations.

DAC has conducted over 28,000 building inspections, surveyed thousands of parks and playgrounds, inspected over 13,000 of miles of public rights-of-way and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas.

DAC has a team of 25 staff, including CASp certified inspectors, dedicated to assisting public entities, such as the City of Stanton, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirement under Title II of the ADA, California Building Code, PROWAG, CAMUTCD, Caltrans and related state accessibility standards. All DAC team members listed in this proposal will be the core staff working with the City on this project and will be actively involved on a daily basis. DAC's team is keenly aware of the requirement, scope and deliverable required by this RFP and has the availability and expertise to successfully complete this project.

The project manager for the City of Stanton project, will be Barbara Thorpe. Prior to founding DAC 24 years ago, she worked with a public entity for 19 years as the ADA Coordinator, 504 Coordinator and Director of Planning and Compliance. Barbara has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city and town governments during her work with other municipalities.

Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan. Barbara and her team have successfully completed over 400 similar projects to the City of Stanton.

The DAC team members presented in this proposal are all assigned to this project and will serve as the key team members for the project. All will be actively involved and available to ensure a successful project. No members of the key DAC team will be removed without consent of the City.

We have provided more detail and background about Barbara and the DAC team in the organization and resume sections of this proposal.

DAC is currently assisting or has recently completed similar studies for numerous city and county governments similar to the City of Stanton. Including the City of Anaheim, City of Fullerton, City of Huntington Beach, City of Torrance, City of Moreno Valley, City of Loma Linda, Riverside Unified School District, City of Murrieta, City of Lake Elsinore, City of Rolling Hills Estates, City of Rancho Palos Verdes, City of Laguna Niguel, City of Milpitas, County of San Mateo, City of Fremont, City of Redwood City, City of Fairfield, City of Dublin, City of Livermore, City of Berkeley and the City of San Mateo.

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based, Accessibility Management Software called DACTrak. DACTrak is a powerful online tool to manage and update the transition plan, project costs and document progress. Custom reports can be printed in a variety of formats. DACTrak provides a quality finished product for easy and cost-effective management of the ADA plan.

DAC has received and reviewed the one (1) addendum that has been published on August 30, 2022 and has incorporated the information into the preparation of our response.

The proposal shall remain valid for a period of not less than ninety (90) days from the submittal.

All information submitted with the proposal is true and correct.

Tim Mahoney and Barbara Thorpe have contractual responsibility and are authorized to negotiate and bind the firm contractually and both are authorized to sign this proposal and any contract documents. All information submitted in DAC's response to the City of Stanton request for proposal is true and correct.

Thank you for the opportunity to submit this proposal to provide our services to the City of Stanton.

Respectfully submitted by Tim Mahoney, General Manager



1. PROJECT UNDERSTANDING AND PROJECT APPROACH

It is understood that the City of Stanton is requesting a firm with professional experience in accessibility compliance to assist City staff in the self-evaluation of City facilities, public rights-of-ways, programs, services, and activities, as well as the development of a transition plan.

DAC will provide services required to complete the project for the development of the City's ADA Self-Evaluation and Transition Plan, including the optional tasks indicated in the RFP and will provide each of the items listed Appendix A in the "Primary Scope of Services" items I.A through I.H along with the optional tasks, II.A and II. B in the RFP. The inspection of the forty-seven (47) parks, facilities and open areas along with the estimated 46.1 center line road miles are included in DAC's response and understanding. Based on our extensive experience of working with city governments, DAC has provided suggestions for additional tasks and interactive software tools for monitoring, management, and implementation for compliance with the Americans with Disabilities Act (ADA), Title 24 of the California Building Code (CBC) and other relevant laws and regulations.

In addition, DAC understands that within the 47 facilities and parks, the City has included twenty-six (26) facilities and vacant lots that are managed by the City Housing Authority. Should the fourplex units of the housing authority be currently occupied as residential units, DAC will take extra measures and planning to collaborate with the City and tenants for appropriate times and schedules for the completion of these inspection.

DAC has extensive knowledge and experience with all federal and state regulations from our 24 years in business which includes but is not limited to the current 2010 ADA Standards, 28 Code of Federal Regulation (CFR) 35, Title 24 California Building Standards Code, Title II of the ADA, PROWAG, MUTCD, Section 504 and related federal and state standards and regulations. The inspections will identify barriers or potential barriers in accordance with applicable federal and state accessibility standards and regulations. DAC will provide the City with proven and effective solution for prioritizing, budgeting, implementing and monitoring barrier removal.

To successfully complete the project activities in a timely manner, DAC will work closely and collaboratively with the City of Stanton without imposing unnecessary interruptions or burdens to staff. With over 28,000 facilities inspected in the past 24 years DAC has keen understanding of the challenges and planning requirements to complete effective inspections with all types of facilities. There are potential challenges with many types of facilities, including parks, pre-school areas community centers, fire stations, police stations and emergency response facilities. Challenges can include classes being held at community centers, being held at parks, security, scheduling, and privacy concerns at emergency response centers.

As it relates to emergency response centers, we will work closely with the City to identify what areas of the facilities are actually "open to the public" that would be required to be inspected. Keep in mind, if an area is secured and/or not accessible to public, we may not necessarily need to inspect these areas such as fire station dorms, police evidence rooms and other secure, nonpublic areas. We are very aware that due to the nature of the emergency response environment, that facilities, at certain times can be unmanned or schedules can change due to an emergency call. DAC understands these issues and works through these challenges in a method that is most beneficial and acceptable to the City. These are not difficult challenges to overcome, they just require a clear scope understanding, communication with the City, advanced and flexible planning from DAC.

DACTrak - Innovative Tools, Strategies and Best Practices

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-

way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive web-based software and is not an enhanced Excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an Excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City's ADA plan and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

DAC will be providing the City with the use of our DACTrak to assist the City in the management and long-term sustainability of its comprehensive ADA self-evaluation and transition plan. DACTrak is a powerful online tool that will allow the City to manage and update the transition plan, project costs and document progress.

Lastly, DAC's overall approach to each of our clients, is that each project that we complete is unique and customized to the individual client we work with. Certainly, many of the overall objectives, standards and requirements are similar for each public entity, but the end result and long-term implementation of the plan is specific and unique to each client.

Over the past 24 years, DAC has continually developed innovative inspection techniques, deployed proven implementation strategies, consistently invested in staff training and created the DACTrak Accessibility Management Software to allow Title II entities, such as the City of Stanton, to create and effectively manage its comprehensive ADA self-evaluation and transition plan. This has allowed DAC to successfully complete over 400 ADA plans across the country with over 260 in California. The combination of these efforts, experience and commitment to our clients has allowed DAC to bring a unique and innovative approach to this project.

Project Approach: Self-Evaluation

1. DAC will meet with designated City staff, to discuss project expectations, required forms and practices for survey methodology and a schedule for project deliverables. DAC will take this opportunity to review and clarify any questions related to the project's scope, and to become familiar with important issues and availability of resources. DAC will serve in a project management capacity throughout the project with general direction from the City's project team.
2. DAC will develop the procedures and forms needed to conduct a self-evaluation on behalf of the City.
3. DAC will meet with members of the City's staff and accessibility team to describe the process, timelines, and expectations associated with both phases of work, as well as to gather any general input they may provide. DAC will also work with the City to coordinate public outreach regarding transition plan process.
4. DAC will suggest monthly or as-needed progress and update meetings with City staff to ensure City and DAC are meeting project goals and contract objectives.
5. A minimum of three meetings per the RFP, will be held and if requested, DAC will plan to attend and present the ADA transition plan to the City Council.
6. DAC will conduct selected departmental programmatic and policy reviews to determine if potential barriers to participation in City operated or sponsored services and events exist.
7. DAC will create a report of accessibility issues related to programs and policies and meet with the City's project team to provide suggested changes to achieve compliance.

8. DAC will conduct field surveys of City buildings and facilities listed the Request for Proposal. The surveys will focus on the evaluation of architectural barriers for compliance with both ADA and Title 24 of the California Building Code for both the interior and exterior of City buildings and facilities.
9. As required by the ADA, the 2010 ADA Standards will be compared with state codes and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant cost savings, over time for the City
10. Due to limited City staff availability, DAC will conduct the field surveys with the intent of requesting as little assistance from City staff as possible. Surveys of facilities that require City staff assistance, such as secure facilities or those that are not generally staffed, will be coordinated through the City's project team, and scheduled in a way that minimizes the impact to the regular workloads of the applicable staff members.
11. DAC will compile survey data in our DACTrak Accessibility Management Software, which is a user friendly and easily accessible web-based format. Reports can be generated in multiple file types, including Microsoft Excel, PDF, KML and ESRI Shapefile.
12. Survey data for public rights-of-way will also include GIS information that is compatible with ESRI ArcMap and other ArcGIS programs.
13. The survey reports provided to the City will include the following information at a minimum:
 - a. Sidewalks: Location description and GIS coordinates of non-compliant findings, length, width, cross slopes, material, surface condition, location of heavy cracking, uplifting, and obstacles within the sidewalk and driveway crossings.
 - b. Curb Ramps: Location description and GIS coordinates of non-compliant findings, type, surface condition, landing, cross slopes, width, truncated domes, and crosswalk connection and alignment.
 - c. Missing Curb Ramps: Location description and GIS coordinates, sidewalk surface condition, type and number of fixed obstacles.
 - d. Pedestrian Ramps: Location description, GIS coordinates for exterior ramps if available, length, width, landing, cross slopes, and hand railing and condition.
 - e. Buildings: Measurements and data collected will be processed using both federal ADA and California criteria and data points, and reports will include non-compliant findings as compared to all applicable codes.
14. DAC will compile the recorded data and, following our multi-step editing and quality control process, will meet with the City's project team to review and analyze data gathered from the survey process.
15. DAC will produce field survey reports, which will be detailed reports that identify the various non-compliant elements found. Barriers are identified by building, floor, or location and given a unique identifier record number (UIN) to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City of Stanton may utilize. To access the reports, DAC will provide the City with a presentation of the DACTrak Accessibility Management software that allows users to generate reports in multiple formats, and to manage and track progress of the City's updated transition plan.
16. Following the DACTrak presentation, DAC will issue logins the authorized City users. The DACTrak users will be able to review the facility survey report data and offer feedback to DAC. DAC will record all feedback and make appropriate changes as directed by the City.
17. DAC will provide a summary of the findings of the self-evaluation of facilities, policies, and practices; that will include, but not limited to:
 - Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation

- Cost estimates for remediation measures
- Implementation schedule that includes milestones or measures of achievement for monitoring implementation
- Policy and procedures for reviewing and updating the transition plan
- Policy and procedure review for addressing ADA grievances
- Assignment of responsibilities for remediation.

Project Approach - Transition Plan

1. DAC will provide the City with access to DACTrak Accessibility Management online software to easily allow the City to review the first draft of the ADA Transition Plan Update (Plan). The first draft will be based on prior research and data collected during the surveys. The reports will include an initial recommendation for priority of barrier removal typically associated with each type of deficiency. Using DACTrak, the City can further refine the priorities using factors such as use and available funding. DAC will work with the City and propose strategies to achieve the recommended goals.
2. DAC will consult with the City to review the draft transition plan document, identify project priorities, and solicit feedback for refining the various components. DAC will incorporate any appropriate comments, suggestions or changes made by the City's project team into the draft plan.
3. DAC will consult with the City to review the draft transition plan document, identify project priorities, and solicit feedback for refining the various components. DAC will document all suggestions.
4. DAC can assist the City with proven tools and methods in order to complete its required public outreach efforts.
5. DAC will prepare and produce a second draft of the ADA Transition Plan that is clear, concise, and user-friendly. The report will include a detailed description of identified barriers, a method to remove or remediate the barrier, as well as initial prioritization for barrier removal and tools to allow the City to manage the barrier removal and transition plan. The ADA self-evaluation and transition plan document will describe the process that the City took to update the transition plan and include a summary of the public input received.
6. DAC will also provide DACTrak logins to authorized City users so that custom reports can be generated on demand in multiple styles and file formats.
7. The ADA self-evaluation and transition plan document will include an overview of the process, the comments received, participation of various stakeholders, recommendations for continued compliance and the end result.
8. If requested, DAC can present the final draft ADA Transition Plan at a regularly scheduled City Council meeting for discussion and concurrence by the City. It is not required nor recommended that the transition plan be approved or adopted by the City Council. Transition plans are designed to be flexible and adjusted as needed per the City's annual budget and projects. If the transition plan is adopted, projected dates of completion that are not met may become problematic.
9. DAC will provide the City with an electronic database of items contained in the Facility Survey Report through the online DACTrak Accessibility Management Software. Reports generated in DACTrak may be exported into the City's preferred Microsoft Excel format, as well as PDF. Available maps will also be provided in KML and ArcGIS data format (Shapefiles).

Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The

DACTrak software provides an easy-to-use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA and Title 24 of the California Building Code.

DAC will provide the City with actual online accessibility management software, not just an electronic database of items contained in the facility survey report. DAC has found that an electronic database does not provide the City with a tool containing integrated photographs needed to implement a barrier removal plan, set priorities, make notes and print custom reports.

DAC will provide the City with DACTrak, a web-based monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak allows users to generate electronic versions of transition plan reports in PDF, Excel, KML and ESRI Shapefile formats. Reports may be generated site-by-site, or in multiple facility reports that gives the user the capability to choose several sites to be included in one document or one map file.

DAC will provide advisement to the City on prioritizing barrier removal to allow equal access to all City services, and also advise the City on programmatic options that would provide compliant access to services.

Quality Control and Performance

The DAC Team is organized and performs under the leadership of the DAC Project Manager with the assistance of DAC support staff. The DAC project manager coordinates activities with the DAC Director of Administrative Services to schedule project activities and provide progress reports. As the point of contact with the City, the DAC project manager provides input and direction to the DAC Team and communicates with the CASp Inspection Team Leader. The DAC accessibility specialists work directly with the DAC CASp Team Leader.

Information is collected using tablets with our DACTrak data collection software. DACTrak itself is a quality control product as it requires the user to collect the required measurements, thus providing greater consistency and reliability. If the required information is not collected for each accessibility requirement, DACTrak prompts the user and requires the information to be filed in before the user conducting the survey can continue. Using this method to compile information is one method DAC uses for quality control. An additional step is the review by the project team leader. The project team leader uses the DACTrak accessibility management system to review the data collection from each DAC inspection team on a daily basis.

Strengths of the team include experience in working together on many similar projects, knowledge of the ADA, Section 504 of the Rehabilitation Act and related codes and standards. Several of our team members provide training for city and county governments. DAC has a long standing and proven track record of on-time (frequently ahead of schedule) performance and completing contracted services under budget.

City Staff Training

DAC understands that as part of the process, the City intends for the project to provide training for City staff. As such, DAC will provide training opportunities for City staff throughout the project.

DAC will collaborate with the City to determine the designation along with the notice and posting of a City ADA Coordinator. Also, DAC would assist and support in the identification of City department ADA liaisons to serve as an on-going working group to support the City and the ADA Coordinator.

As part of this objective, ADA training of City staff is one of the most productive methods to implement successful plan. DAC has provided numerous trainings to all different departments with Title II entities and Risk Management Pools (JPA's). DAC can provide training on the topics included within the RFP:

- Applicable government code, statutes and regulations;
- Performing field investigations and inspections;
- Preparation of ADA Compliance Assessment Reports;
- Monitoring and updating the ADA Self-Evaluation and Transition Plan;
- Using and maintaining the database and/or project map (see Section II); and
- Internal procedures for granting exemptions for City projects.

Also, DAC can provide other types of training to City staff that may be of benefit as well. Including but not limited to:

- ADA Roles and Responsibilities
- ADA Executive Staff Training
- ADA Coordinator Training
- ADA Implementation Strategies and Methods

Optional Tasks

- A. City-Wide GIS Reference Map: As DAC collects GIS coordinates when surveying public rights-of-way, the City will have the ability to generate a City-wide reference map from DACTrak for curb ramps in both KMZ and ESRI Shapefile formats. The GIS reference map will contain information and photographs regarding the ramp condition, type, slope, landing area, warning surface and other compliance information, as well as if there is a missing curb ramp that is recommended to be installed. The GIS information, along with the condition data and photographs, can be exported from DACTrak in ESRI Shapefiles compatible with ArcGIS for upload and inclusion in the City's existing GIS and asset management system.
- B. Project Database: DAC will provide the City with DACTrak, an online software program that will allow City users to monitor and update the implementation of the ADA transition plan. The DACTrak software will correlate all components of the transition plan including but not limited to compliance and facility reports, transition plan implementation schedules, detailed descriptions and locations of the barriers and at least one photograph of each item. Map file formats for outdoor areas will also be available in both KMZ and Shapefile formats. Screen shot examples of various report styles and tools options are included throughout our proposal response. The information contained in the database will be the property of the City when the ADA Transition Plan compilation is complete. If the City chooses not to use DACTrak, the data will be provided to the City in a mutually agreed format.

Per the RFP, the City currently uses Google docs as its asset management software. DAC will work with the City to evaluate the feasibility of the City integrating DACTrak into its Google docs management applications to track implementation of the ADA transition plan. Information from DACTrak is able to be exported into many common file formats that are universally compatible with most business software programs, including Microsoft Excel, ESRI Shapefile, KMZ and PDF.

Project Schedule

DAC understands that the City is asking for the project to be completed within twelve (12) months. Based on experience with similar projects and scope, it is estimated that the project completion time will be within six (6) months or sooner, if City wishes this completed earlier. Please see section 5 of this response for a schedule matrix.

2. FIRM'S EXPERIENCE AND QUALIFICATIONS

Disability Access Consultants, LLC is a California single member, Limited Liability Company. The company does not have any financial or legal conditions that would impede DAC's ability to provide the proposed services, to the City of Stanton. DAC has not had any other trade names for the firm in the last five years.

DAC was originally established and founded by Barbara Thorpe in 1998 and organized as its current firm type in 2011. Over the past 5 years, DAC has kept a consistent staff size between 22 to 25 full time employees at any time. All staff that hold key and essential positions as described in the organizational chart have been employees of DAC for a minimum of eleven years. In addition, several other staff have been DAC team members for an excess of 10 years. Due to our in-house capabilities, DAC does not have a need to subcontract with other companies or individuals.

Founded as a woman owned California corporation in 1998, DAC has provided services for the past 24 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, California Manual on Uniform Traffic Control Devices (CAMUTCD), Public Right-of-Way Accessibility Guidelines (PROWAG), Caltrans Standards and Specifications, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Stanton. DAC has conducted over 28,000 building inspections, surveyed thousands of parks and playgrounds and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC has surveyed over 13,000 miles of public rights-of-way.

As our founder, Barbara Thorpe, worked with a public entity for 19 years as the ADA Coordinator, 504 Coordinator, and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city and town governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan.

DAC has a team of 25 staff, with our Senior Director of Accessibility Services and Field Team Leader, Michael Boga holding CASp Certificate #152, dedicated to assisting public entities, such as the City of Stanton, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirement under Title II of the ADA, California Building Code and related state accessibility standards.

DAC has a reputation to being responsive to the client's needs, providing on-time project completion within budgets. DAC has a proven track record for comprehensive experience in conducting ADA self-evaluations and transition plans, implementation and related services.

DAC has been assisting several Joint Power Authorities since 2000 and currently provides updates, consultation, plan reviews and expert witness services.



DAC has worked with public entities of all sizes, from one site to 506 sites. Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

Over the 24 years of serving our clients, DAC has demonstrated financial stability, staff stability and has a no claims insurance record.

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation Act
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation
- Accessibility compliance intake and management software – DACTrak
- DACTrak training to conduct your own inspections
- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections
- ADA Playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA 2010 Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- California Manual on Uniform Traffic Control Devices (CAMUTCD)



DAC has provided training and consultation to hundreds of public entities and is also the selected consultant of the Plan JPA and California Joint Powers Insurance Authority (CJPIA) to provide regular training sessions to their members. In addition to the JPA members, DAC has provided customized individual training regarding ADA requirements for facilities, public right-of-way, policies, special events, grievances and other related Title II topics to many of our public entity clients.

Subcontractors

DAC does not use subcontractors. All staff proposed to provide services to the City of Stanton are direct employees of DAC, there will be no outside consultants or associates employed to assist on this project. As all staff are direct employees, DAC is able organize team resources that will allow DAC to commit to providing the City with the project deliverables. As such, DAC has the in-house capability to deliver the project in a comprehensive, timely and cost-effective manner.

DACTrak Overview

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed online software called DACTrak. DACTrak is a powerful tool to manage and update the accessibility plan, project costs and document progress. Custom reports can be easily prepared, printed and saved in a variety of formats.

DAC includes the following value-added items through use of the DACTrak software:

- Noncompliant findings and recommendations are included in the DACTrak software
- One or more photographs of each noncompliant finding are included
- Additional photographs can be viewed of the noncompliant items
- DACTrak provides a method to schedule and track the barrier removal
- Documentation of progress and compliance using the progress reporting feature of DACTrak
- Priorities can be established and further refined using DACTrak

DACTrak provides for an organized input method that captures all the information gathered from the site inspections with photographs for each noncompliant finding. In essence, all of the field information is captured in an online software package and provides for “green” data collection and avoids paper and pencil checklists and unorganized photographs. DACTrak can also be used on a tablet pc to add new facilities and update compliance assessments and transition plans. DAC has also found that having usable “software” and not just a database is very important to be able to easily manage and update the transition plan long term.

Our extensive experience with clients needing to have an easy to manage and update plan was the catalyst for DAC to develop our DACTrak software for use by our clients. Thus, other critical issues include:

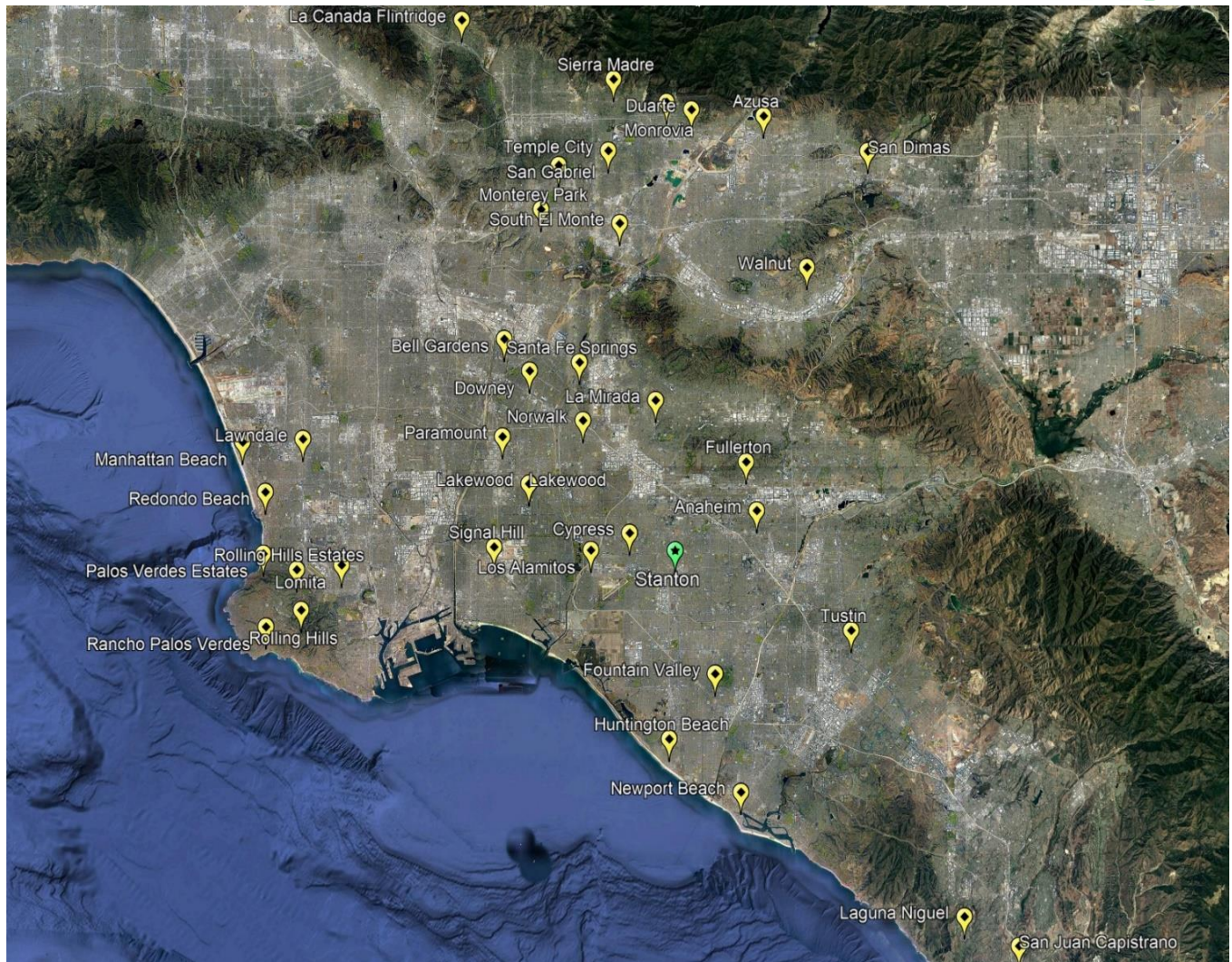
- Software to update and manage your transition plan
- Document progress and barrier removal
- Print custom reports
- Update the plan “automatically” when codes change without re-inspecting
- Forecast project costs
- Add or delete facilities

DAC’s collection of actual measurements of as-is conditions and GIS information for public rights-of-way is another value-added item. The collection of an as-is condition is a valuable asset to allow the user to make an informed decision based on an actual measurement. For example, if a “yes” or “no” approach is utilized to indicate if an item is compliant, the user may not know what the actual level of noncompliance is and would not be able to set a priority or severity rating. If codes change, the information collected can be reprocessed without the need to re-inspect, thus providing longevity of the plan and internal capacity of the City in a cost-effective manner.

Prior Projects

As mentioned, DAC has an extensive and successful history of providing quality and defensible Americans with Disabilities Act self-evaluation and transition plans to over 400 clients.

Please see the map of DAC clients that are in proximity to the City of Stanton along with a list of recent references.



City of San Juan Capistrano

Sam Penrod, Human Resource and Risk Manager

32400 Paseo Adelanto

San Juan Capistrano, CA 92675

Phone: (949) 234-4565

Spenrod@sanjuancapistrano.org

Project name: ADA Self-Evaluation and Transition Plan – Phased Approach

- DAC conducted an ADA self-evaluation and transition plan for City buildings, facilities, and parks in phases
- DAC has assisted the City to successfully prepare and respond to a Caltrans audit
- DAC has assisted with consultation regarding litigation and provided expert witness services
- DAC has provided plan reviews, assisted the City to conduct an opportunity for public input and also conducted a self-evaluation of services, policies, programs and practices.

Start Date: August 2018 Completion Date: May 2021

Note: DAC also worked with Sam Penrod when DAC completed the City of San Clemente ADA Self-evaluation and Transition Plan

City of Fountain Valley

Temo Galvez, Deputy Director
Public Works/City Engineer
10200 Slater Avenue
Fountain Valley CA 92708
Phone: (714) 593-4433
Temo.galvez@fountainvalley.org

Project name: ADA Self-evaluation and Transition Plan and contract for Multi-year accessibility consulting

- DAC conducted an ADA self-evaluation and transition plan for City buildings, facilities, and parks
- DAC trained City staff to collect field data for public rights-of-way using the DACTrak intake software
- DAC is assisting the City with consultation regarding accessibility and compliance
- DAC assisted the City to conduct an opportunity for public input and also conducted a self-evaluation of services, policies, programs and practices.

Start Date: 2009 Completion Date: On-going consultation and plan review

City of Livermore

Julie Chiu, Community Development, Engineering Division
1052 S Livermore Avenue
Livermore, CA 94550
Phone: (408) 500-5479

Project name: ADA Self-Evaluation and Transition Plan

- DAC completed an ADA self-evaluation and transition plan for City buildings, parks and 620 linear miles of public rights-of-way.
- DAC assisted the City to complete their public input process
- DAC conducted the ADA self-evaluation of programs, services and activities to determine if any may be considered discriminatory for individuals with disabilities and has provide the City with an Executive Summary detailing the results and recommendations.
- The City is currently using DACTrak to implement their transition plan.

Start Date: July 2020 Completion Date: Current project

City of Redwood City

Derek Wolfgram, Library Director
1017 Middlefield Road
Redwood City, CA 94063
Phone: (650) 780-7060
dwolfgram@redwoodcity.org

Project name: ADA Self-Evaluation and Transition Plan

- DAC has conducted an ADA self-evaluation and transition plan for City buildings, parks and public rights-of-way.
- DAC also assisted the City to complete their public input process and compiled the results of the responses.
- DAC conducted the ADA self-evaluation of programs, services and activities to determine if any may be considered discriminatory for individuals with disabilities and provided the City with an Executive Summary detailing the results and recommendations.
- The City is currently using DACTrak to implement their transition plan.

Start Date: 2019 Completion: On-going consultation

City of Carlsbad

Ed Garbo, Risk Manager

1635 Faraday Avenue

Carlsbad, CA 92008

Phone: (760) 602-2471

Ed.garbo@carlsbadca.gov

Project name: ADA Self-Evaluation and Transition Plan

- DAC conducted an ADA self-evaluation and transition plan for City buildings, facilities, and parks.
- DAC has also assisted the City to successfully prepare and respond to a Caltrans audit.
- DAC also assisted the City to perform a self-evaluation of services, policies, programs and practices.
- DAC is providing ongoing, as needed additional consultation such as plans review.
- The City is currently using DACTrak to implement their transition plan.

Project completion: 2017 Status: On-going consultation

City of San Mateo

Matthew Zucca, PE, - Deputy Director, Public Works

330 W. 20th Ave., San Mateo, CA 94403

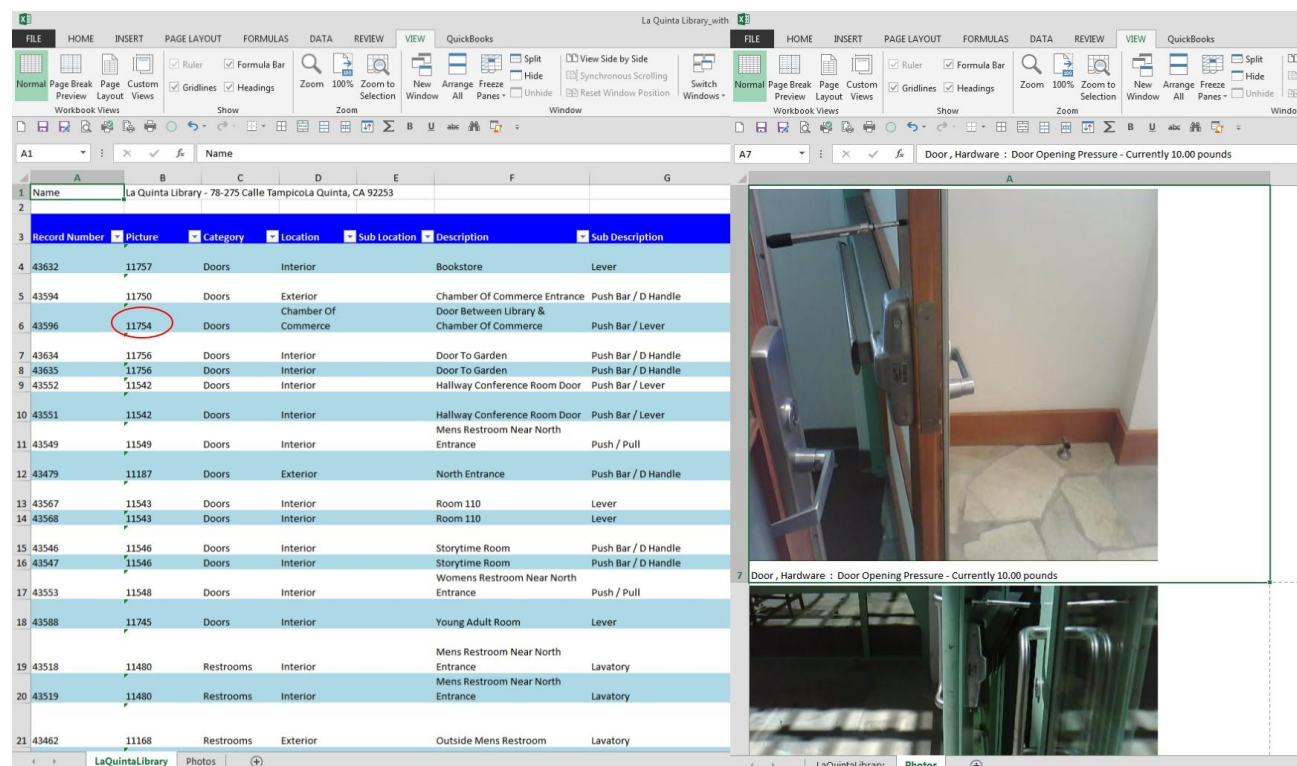
Phone: (650) 522-7300

mzucca@cityofsanmateo.org

Project name: ADA Self-Evaluation and Transition Plan

- DAC conducted an ADA self-evaluation and transition plan for City buildings, facilities, and parks.
- DAC also assisted the City to perform a self-evaluation of services, policies, programs and practices.
- DAC is providing ongoing, as needed additional consultation such as plans review and design standards.
- The City is currently using DACTrak to implement their transition plan.

Project completion: 2021 Status: DAC provides on-going consulting



Record Number	Picture	Category	Location	Sub Location	Description	Sub Description
43632	11757	Doors	Interior	Bookstore	Lever	
43594	11750	Doors	Exterior	Chamber Of Commerce Entrance	Push Bar / D Handle	
43596	11754	Doors	Exterior	Door Between Library & Chamber Of Commerce	Push Bar / Lever	
43634	11756	Doors	Interior	Door To Garden	Push Bar / D Handle	
43635	11756	Doors	Interior	Door To Garden	Push Bar / D Handle	
43552	11542	Doors	Interior	Hallway Conference Room Door	Push Bar / Lever	
43551	11542	Doors	Interior	Hallway Conference Room Door	Push Bar / Lever	
43549	11549	Doors	Interior	Mens Restroom Near North Entrance	Push / Pull	
43479	11187	Doors	Exterior	North Entrance	Push Bar / D Handle	
43567	11543	Doors	Interior	Room 110	Lever	
43568	11543	Doors	Interior	Room 110	Lever	
43546	11546	Doors	Interior	Storytime Room	Push Bar / D Handle	
43547	11546	Doors	Interior	Storytime Room	Push Bar / D Handle	
43553	11548	Doors	Interior	Womens Restroom Near North Entrance	Push / Pull	
43588	11745	Doors	Interior	Young Adult Room	Lever	
43518	11480	Restrooms	Interior	Mens Restroom Near North Entrance	Lavatory	
43519	11480	Restrooms	Interior	Mens Restroom Near North Entrance	Lavatory	
43462	11168	Restrooms	Exterior	Outside Mens Restroom	Lavatory	

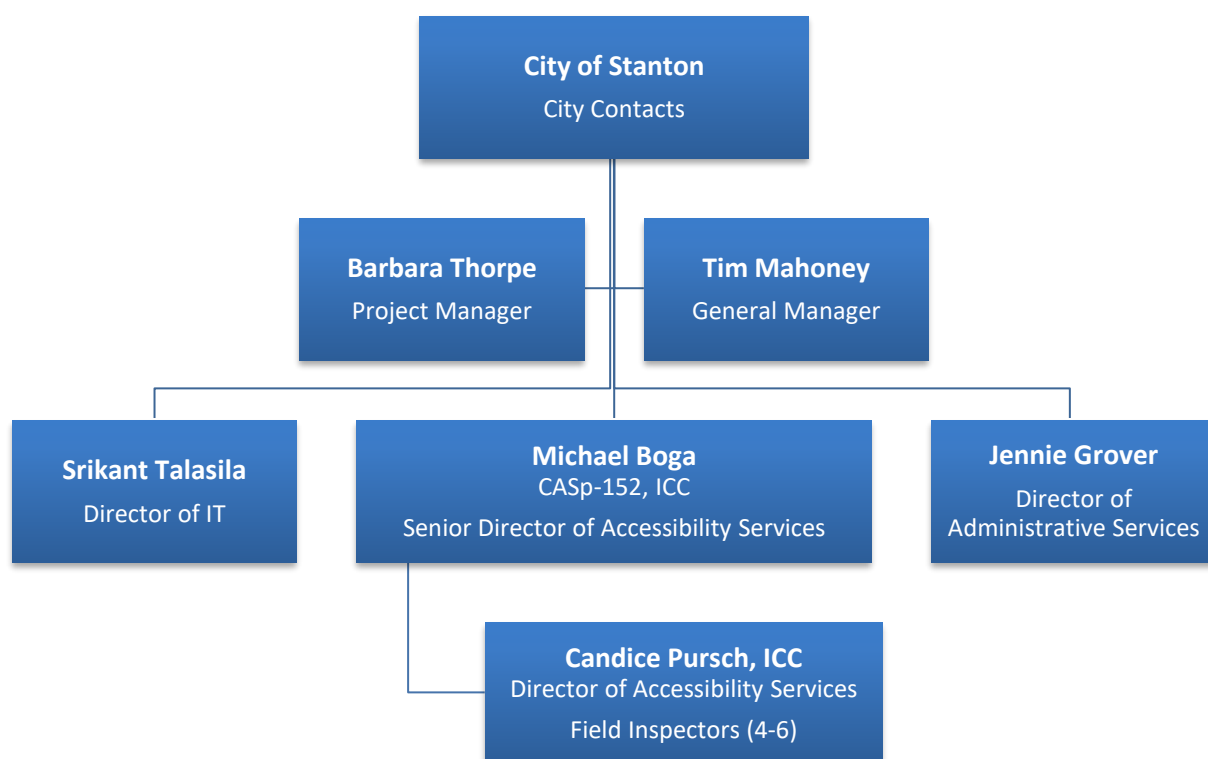
7 Door, Hardware : Door Opening Pressure - Currently 10.00 pounds

3. TEAM QUALIFICATION AND EXPERIENCE

DAC has a dedicated team of 25 professionals with backgrounds in administrative leadership roles with public entities, construction and code enforcement. DAC is an equal opportunity employer and our team composition includes minority and veteran representation. The DAC team for this project has a combined 100 years of experience working together on similar projects. DAC's team has worked together on numerous ADA compliance projects with City, County and Town governments and public entities. Also, DAC currently is the contracted and preferred consultant with several large Joint Powers Associations (JPA) and insurance pools to assist public entities with ADA compliance.

The DAC team has a proven record to provide on-site services in a collaborative and efficient manner. DAC has experienced team members who have worked with public entities for successful and on time completion of numerous projects. Necessary staff members have ICC, NPSI, and CASp certification. A CASp certified Team Leader will oversee the field evaluations and review the collected data. The project team is organized to provide a representation of skills needed to accomplish the project objectives. In addition, teams that have worked together previously will be assigned to the City of Stanton project. Key personnel resumes for this project are included in the appendices. Key staff members will be available for the duration of this project and will not be removed or replaced without prior written concurrence with the City.

Organizational Chart



Barbara Thorpe, M.Ed., LOT ***DAC President and Project Manager***

As DAC Project Manager, Barbara will coordinate activities and schedules and report to the City's Project Manager or designee. Barbara will serve in the leadership role regarding the ADA self-evaluation of programs, services, activities and events along with the review of policies and procedures. Barbara brings 19 years of experience in public entity administration prior to founding DAC in 1998. With an additional 24 years of experience with DAC working with city, town and county

governments nationally, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation for accessibility compliance. In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the California Department of Transportation (Caltrans) and the Department of the Interior to audit for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara served on the Division of State Architect Advisory Board and served as the vice-chair for the DSA Access Compliance Committee. Barbara has successfully spearheaded and completed over 400 public entity self-evaluation and transition plan projects that are similar the City of Stanton project.

Michael Boga, B.A. Education, California Certified Access Specialist (CAsp #152), ICC Accessibility, Usability and Plans Examiner

Senior Director of Accessibility Services and Quality Control

As manager of the production and the field survey teams, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Conference of Building Officials (ICC), certified in Accessibility, Usability and Plans examination and is a California Certified CAsp inspector (# 152). Michael has completed the updated DSA courses regarding the California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements for facilities, parks and public rights-of-way. If requested, Michael would provide training, assist with plan reviews and review new construction and renovations completed for compliance. Michael has worked on over 400 projects that are similar to the City of Stanton ADA Self-evaluation and Transition Plan project.

Tim Mahoney, B.S.

General Manager

Tim brings twenty-eight years of executive management experience in consulting, IT, manufacturing and the construction industries. Additionally, Tim has provided program development and management for members of professional associations for twenty years. Tim has also assisted in the design and construction of hundreds of ADA, CPSC and ASTM compliant outdoor recreation areas. As General Manager of DAC, Tim conducts quality assurance project management reviews and helps ensure contract fulfillment. Tim also provides ADA and Section 504 compliance consultation services for public entities, and staff training and development activities for public entities, businesses, and associations.

Candice Pursch, A.S. Building Inspection Technology, ICC Accessibility, Usability and Plans Examiner, Accessibility Trainer

Director of Accessibility Services

Candice's 17 years of experience with DAC includes accessibility surveys of thousands of public facilities while employed by DAC as an accessibility specialist. Her educational background includes a degree in Building Inspection Technology from Butte College and coursework in Architectural Project Management at California State University with emphasis on construction plans and specifications, construction materials and systems, building codes, construction graphics and architectural design. Candice has completed the updated DSA courses regarding the California Building Code that include CBC Amendments, Plan Review, Accessible Public Housing Regulations, Transient Lodging, Housing and Social Service Enter Establishments. Candice also has International Code Council (ICC) Certification for Accessibility, Usability and Plans Examiner. Candice is a Certified Combination Building Inspector. Candice provides oversight of accessibility specialists and quality control.

Srikant Talasila, M.S. Computer and Internet Applications

Director, Information Technology

Srikant has worked in DAC's IT Department for the past 15 years and has a total of 20 years in the field of Information Technology, holding a master's degree in Computer Science. Srikant is very proficient in numerous software technologies, including but not limited to all modules of .Net, Java, SQL Server and Oracle. Srikant oversees DAC's entire IT department, including infrastructure and applications, as well as managing and overseeing all stages of the development lifecycle for new software. In addition to maintaining existing software, Srikant also ensures that all necessary software updates and version enhancements are completed. Srikant also oversees the maintenance of all hardware and verifies that all reported IT related issues are resolved quickly and efficiently.

Jennie Grover, B.A. Corporate Communications

Director of Administrative Services

Jennie has worked in administration for DAC for the past 15 years. Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines. Jennie also organizes the process and procedure for providing opportunities for public input, as well as collecting and compiling the information received into these self-evaluation and transition plan. Jennie also provides training and help desk support for DACTrak users.

4. EXCEPTIONS AND DEVIATIONS

DAC has no objection, exception or deviation to the contract requirements as set forth in EXHIBIT C, "Sample Professional Services Agreement."

5. SCHEDULE

DAC understands that the City is asking for the project to be completed within twelve (12) months. Based on experience with similar projects and scope, it is estimated that the project completion time will be within six (6) months or sooner, if City wishes this completed earlier.

Task and Activities	Months					
	1	2	3	4	5	6
DAC kickoff meeting; survey methodologies, forms, deliverables and schedule confirmation						
Project planning, survey and activity scheduling, procedures review						
Surveys of City buildings, parks, and public rights-of-way						
Review of policies and procedures						
Draft self-evaluation of services, policies, programs and practices for City review						
Public input and community outreach						
Transition plan project database and accessibility reports prepared for City						
DACTrak software presented to City, logins created training on use of DACTrak						
Second draft of self-evaluation deliverables presented						
Deliverables completed and provided to the City						

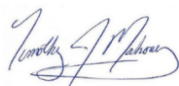
6. PROPOSAL ACKNOWLEDGEMENT FORM

EXHIBIT B

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s)
#1 _____, if any.

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



Original Signature by Authorized Officer/Agent

45-4715526

Vendor's Tax ID Number (FEIN)

Timothy J Mahoney

Type/Print Name of Signatory

Disability Access Consultants, LLC

Company Name

General Manager

Title

530-533-3000

Phone Number

tmahoney@dac-corp.com

Consultant Mailing Address

530-533-3001

Fax Number

www.dac-corp.com

Website Address

Form of Business (mark one of the following):

☐ Sole Proprietor/Individual

☐ Partnership

☐ Corporation

☒ Limited Liability Company (LLC)

tmahoney@dac-corp.com

E-mail Address

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

Appendix - Supplemental Materials

Sample DACTrak Screen Shots and Information

In addition to information describing our DACTrak software, we are also providing additional sample screen shots generated from the DACTrak Accessibility Management web-based software program prepared for several public entity clients.



DACTrak Reports Tools

Clients: City of Downey Projects: Facilities and Parks

Facilities and Parks

Project Information
Address : 11111 Brookshire Avenue Downey, CA 90241
Start Date : 10/21/2016

Facility List

Apollo Park	12544 Rives Avenue Downey, CA 90242
Barbara J Riley Community Center	7810 Quill Drive Downey, CA 90240
Brookshire Childrens Park	12520 Brookshire Avenue Downey, CA 90240
Chamber of Commerce	11131 Brookshire Avenue Downey, CA 90240
City Hall	11111 Brookshire Avenue Downey, CA 90240
Crawford Park	7000 Dinwiddie Street Downey, CA 90240
Dennis The Menace Park	9125 Arrington Avenue Downey, CA 90240
Discovery Sports Complex Park	12400 Columbia Way Downey, CA 90242
Downey Civic Theatre	8435 Firestone Boulevard Downey, CA 90240
Furman Park	10419 Rives Avenue Downey, CA 90241
Gary P. McCaughan Gymnasium	12544 Reves Avenue Downey, CA 90242

Upon logging in to the secure DACTrak website, you are able to choose the facility you would like to view and manage. This screen shot is an example of a facility list for a recent public entity transition plan project.



DACTrak Reports Tools

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Facilities and Parks

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Discovery Sports Complex Park	12400 Columbia Way Downey, CA 90242
Downey Civic Theatre	8435 Firestone Boulevard Downey, CA 90240
Furman Park	10419 Rives Avenue Downey, CA 90241
Gary P. McCaughan Gymnasium	12544 Reves Avenue Downey, CA 90242
Golden Park	8840 Golden Avenue Downey, CA 90240
Independence Park	12334 Bellflower Boulevard Downey, CA 90240
Parking Structure	2nd Street and La Reina Avenue Downey, CA 90240
Police Department	10911 Brookshire Avenue Downey, CA 90240
Public Works Maintenance Yard	12324 Bellflower Boulevard Downey, CA 90240
Public Works Utility Yard	9252 Stewart and Gray Road Downey, CA 90240

Reports

- Excel Report
- PDF Report
- KML Report
- Text Report
- Basic Photo Report
- Dual Photo Report
- Photo Summary Report
- Summary Report
- Transition Plan Report
- Total Unit Cost Report
- Corrected Items Report
- Map Overlay
- Summary and Chart Report
- Compliant/Noncompliant Report
- Multi Facility Reports
 - Excel Report
 - Total Estimated Cost Report
 - PDF Report
 - KML Report
 - Text Report
 - Photo Report
 - Transition Plan Report
 - Map Overlay Report
 - Summary and Chart Report
 - Intake Type Summary Report

After choosing a facility, you are able to use Reports drop down menu to choose which report style to view. You may also choose to view multiple facilities in one report.

Multi Facility Excel Report Options

Excel reports may also be generated to contain findings for more than one facility by using the Multi Facility Report option in DACTrak. This report is able to be customized using the drop down menus for Categories and Priority. If the user requires a small file size for storage or emailing, the option is available to exclude photos in the generated report.

Welcome, stalasila | [Support](#) | [Sign Out](#)



[Reports](#)
[Tools](#)
[Support](#)

Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the "Ctrl" button to select multiple facilities.


Clients:	City of Palm Springs	Projects:	Sidewalks
Facilities:	<div> Alejo Road Amado Road Andreas Road Arenas Drive Avenida Caballeros Baristo Road </div>	Categories:	All Categories
		Priority:	None
		Generate Excel	

☐ Include Photos in this Report

Map Overlay Report

Aerial map reports of non-compliant findings can be viewed using the Map Overlay option in DACTrak. This report plots the locations of the findings on a user friendly interactive map. Unique icons are used to symbolize the different types of findings.

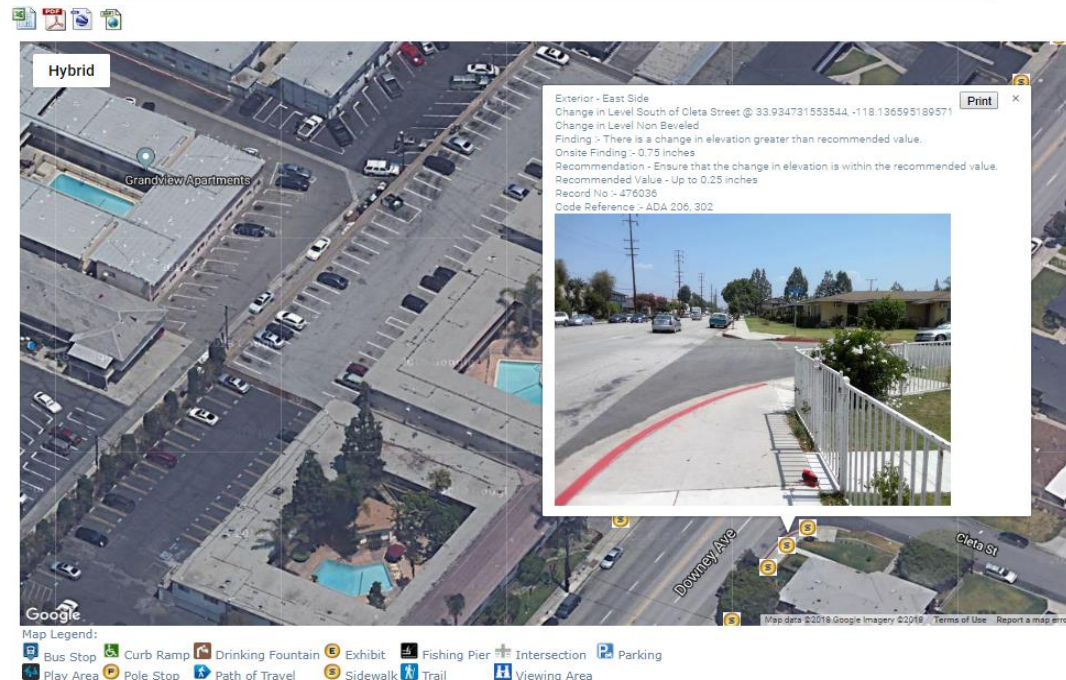
Clients:	City of Palm Springs	Projects:	Sidewalks
Facilities:	Alejo Road	Locations:	All Locations
Categories:	All Categories	Priority:	None
Key Word:		Assignment:	None
Sort By:	<input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Entity	<input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<input type="radio"/> Category 1 <input type="radio"/> Category 2 <input type="radio"/> Category 3
Progress:	<input checked="" type="radio"/> All <input type="radio"/> Not Started <input type="radio"/> In Progress <input type="radio"/> Completed	Resolution:	<input type="radio"/> None <input type="radio"/> Corrected <input type="radio"/> Not Corrected <input type="radio"/> Not Applicable
Generate Report			



Drilled Down View of Map Overlay Report

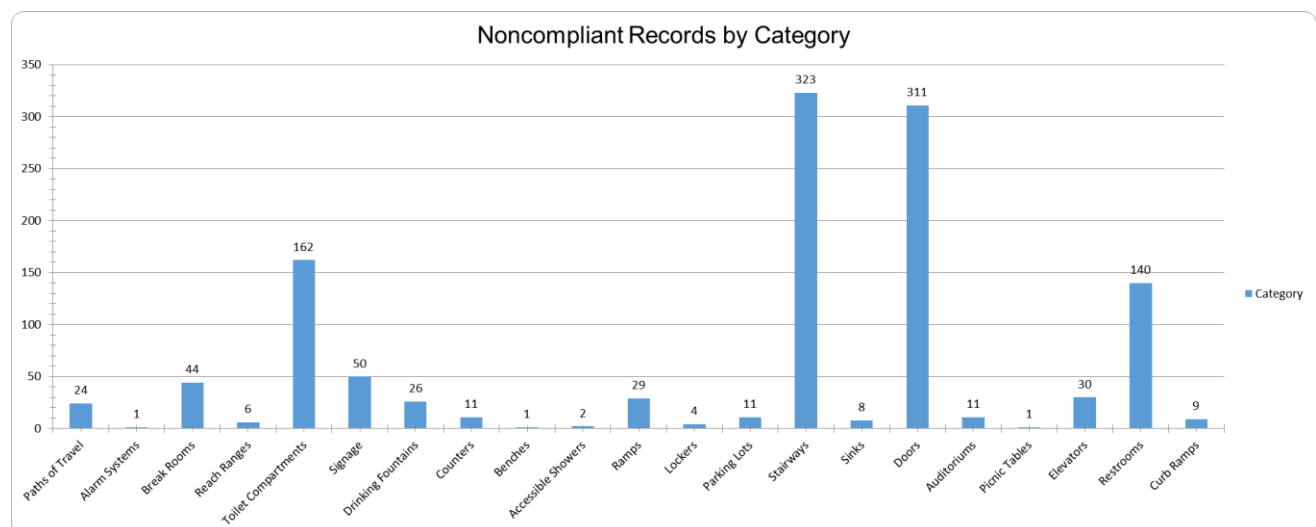
Each icon in the map overlay report is a clickable link that will expand to a pop up window identifying the finding. The individual finding information may also be printed from this feature.

Clients:	City of Downey	Projects:	Public Rights of Way
Facilities:	Downey Avenue - Stewart & Gray Road to Texas Street	Locations:	All Locations
Categories:	All Categories	Priority:	None
	Rooms		1
	Accessible Showers		2
	Adaptable Dwelling Units		3
Key Word:		Assignment:	None
Sort By:	Priority		Category 1
	Category		Category 2
	Location		Category 3
	Description		
Progress:	All	Resolution:	None
	Not Started		Corrected
	In Progress		Not Corrected
	Completed		Not Applicable
Projected Date From:		Actual Date From:	
To:		To:	
Generate Report			



Summary and Chart Reports

DACTrak also includes options for summary and chart reports to be created for individual or multiple facilities. The example below is a column chart that summarizes the number of noncompliant records by category for a facility.



Global Progress Editor

Many records are able to be managed and updated with identical information from one screen using the Global Progress Editor. Users choose the records to update and the information that they would like to apply to all chosen records. Once information is entered, the user needs only to click the "Submit" button once to update all chosen records.

Please select the filter criteria and click "Generate List" to view the deficiencies you are able to edit.

Clients:	<input type="text" value="City of Palm Springs"/>	Projects:	<input type="text" value="Buildings and Facilities"/>
Facilities:	<input type="text" value="City Hall"/>	Locations:	<input type="text" value="Exterior"/>
Categories:	<input type="text" value="All Categories"/>	<input type="button" value="Generate List"/>	

Click the icon to export to excel :

Record Number	Location	Element Description	Finding	On Site Finding	Progress	Resolution	Priority	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Code Reference
<input type="checkbox"/> 62468	Exterior	Accessible Parking	No warning signage is present.	Not Found								CA 11B-502.8
<input type="checkbox"/> 62418	Exterior	Accessible Parking	ISA marking is faded and not viewable.	Faded or Damaged								ADA 502, CA 11B-502.6.4
<input type="checkbox"/> 62422	Exterior	Accessible Parking	The access aisle does not contain the wording "No Parking" painted on surface within the access aisle in white letters.	None Found								CA 11B-502.3.3
<input type="checkbox"/> 62420	Exterior	Accessible Parking	The access aisle exceeds maximum slope.	2.40 percent								ADA 502, 502.4, CA 11B-502.4
<input type="checkbox"/> 62419	Exterior	Accessible Parking	The bottom edge of the post-mounted signage designating the accessible parking space is not at the required height.	50.00 inches								ADA 502, 502.6, CA 11B-502.6
<input type="checkbox"/> 62415	Exterior	Accessible Parking	The accessible parking space does not meet the minimum requirements for width.	106.00 inches								ADA 502, 502.2, CA 11B-502.2

Priority Manager

Priority Manager allows users to manage many records on one page, but individually update each record with unique information. Once all selections are made, the user clicks "Submit" to apply all updates.

Priority Manager

Please select the filter criteria and click "Generate Report" to view the deficiencies you are able to edit.

Clients:	<input type="text" value="City of Downey"/>	Projects:	<input type="text" value="Facilities and Parks"/>
Facilities:	<input type="text" value="City Hall"/>	Locations:	<input type="text" value="All Locations"/>
Categories:	<input type="text" value="All Categories"/>	Priority:	<input type="text" value="1"/>
Key Word:	<input type="text"/>	Assignment:	<input type="text" value="Category 1"/>
Sort By:	<input type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Description	Resolution:	<input type="text" value="All"/>
Progress:	<input type="text" value="Not Started"/>	Cost Responsibility:	<input type="text" value="Landlord/Owner"/>
Projected Date From:	<input type="text"/>	Actual Date From:	<input type="text"/>
<input type="button" value="Generate Report"/>			

Click the icon to export to excel :
Select deficiencies from the list below, enter new values, scroll to the bottom and hit Save. To erase a value, leave the field blank.

Record Number	Location	Element Description	Finding	On Site Finding	Deviation	Priority	Assignment	Progress	Resolution	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Designated Staff	New Measurement	Code Reference	Inspector Notes
<input type="checkbox"/> 323637	3rd Floor	Mens Restroom Next To Council Office - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
<input type="checkbox"/> 323683	2nd Floor	Mens Restroom Next To Credit Union - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.25 inches	+4.25 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
<input type="checkbox"/> 323638	3rd Floor	Womens Restroom Next To Information Technology - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
<input type="checkbox"/> 410243	1st Floor	North Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	11.00 pounds	+6.00 pounds	2	Not Set	In Progress	Not Set	12/31/2018		None			0	ADA 404.2, CA 11B-404.2	

Appendix – Resumes

BARBARA THORPE, DAC Project Manager

Americans with Disabilities Act, Section 504 and Related Experience

- President of Disability Access Consultants, LLC, a woman founded small business with an extensive history of accessibility compliance consulting since 1998
- Conducted hundreds of Americans with Disabilities Act Self-evaluations for public entities, City and County governments, school districts, colleges, universities and outdoor developed areas
- Provided consultation regarding access to programs, services and activities to public entities and businesses
- Conducts quality control audits of projects for compliance with the ADA and Section 504 of the Rehabilitation Act including public rights-of-way, facilities and outdoor developed areas
- Assisted with the development of thousands of transition/barrier removal plans for public entities regarding facilities and public rights-of-way
- Performed compliance audits for the Department of the Interior
- Served as an expert witness for the Department of Justice, public entities and other businesses
- Served on advisory boards for disability issues for public entities
- Provided consultation to numerous state and local government entities and the federal government regarding ADA and Section 504 compliance
- Assisted with ADA implementation plans and consent decrees for public entities
- Provided staff development activities for public entities, businesses and associations

Professional Experience

- Occupational Therapist
- Teacher for special needs and persons with disabilities
- Program Staffing Specialist
- Administrator for Special Services
- Director of Special Education and Student Services
- Director of Planning and Compliance
- ADA Coordinator, 504 Coordinator and Equity Officer
- Accessibility Consultant

Education

Colorado State University, Bachelors of Science - Occupational Therapy

University of South Florida, Master's Degree – Administration and Supervision, Educational Leadership

Presentations and Training Sessions

- Indiana Parks and Recreation Association – Annual Conference
- Public Entity Risk Management Authority
- City of San Clemente
- Minnesota School Board Association
- California School Board Association
- Association of Defense Counsel of Northern California and Nevada
- Public Agencies Risk Managers Association
- School and College Legal Services
- Council of Public Entity Attorneys
- California Defense Counsel
- McNeese State University, Louisiana
- Louisiana Association of Physical Plant Administrators

- California Council of School Attorneys
- San Diego County Office of Education JPA
- Tuolumne JPA
- San Mateo County Risk Management Group
- North Bay School Insurance Authority
- California Association for School Housing
- California Association of School Business Officials
- Joint Powers Authorities
- California School Board Association
- School Insurance Authority
- California Risk Management Authority
- Alameda County Facility Planners
- Rental Housing Association
- Western Fairs Association
- Contra Costa County Office of Education
- California Joint Power Insurance Authority
- South Orange County Community College District

Publications

-
- ADA Changes: Get a Head Start on Pending Accessibility Guidelines: September 2001- Maintenance Solutions Magazine
 - A Gameplan for Access: Strategies and Tactics to help managers develop a successful barrier removal plan for public facilities: March 2003 – Maintenance Solutions Magazine
 - Accessible Toilet Rooms: June 2006 –American Schools & Health Facilities Publication

Boards

-
- Served on the California Division of the State Architect State Advisory Board
 - Served as the vice chairperson for the California Division of the State Architect Access Compliance Advisory Committee
 - Served on the California Division of State Architect Education and Training Committee

Other Activities

-
- Currently appointed by the Office of the Independent Monitor regarding Chandra Smith vs. Los Angeles Unified School District Modified Consent Decree
 - Currently appointed as a neutral monitor regarding implementation of a consent decree for a public entity
 - Currently assisting with the resolution of an ADA complaints for several City and County Governments
 - Currently assisting a public entity to resolve a complaint by the US Department of Justice

MICHAEL BOGA, DAC Senior Director of Accessibility Services and Head of Quality Control

Americans with Disabilities Act and Related Experience

- Inspected over two thousand facilities for compliance with federal and state accessibility standards
- Assisted with the development and implementation of transition/barrier removal plans
- Provided consultation regarding Title II and Title III accessibility requirements
- Performed compliance audits for federal agencies
- Provided accessibility training activities for public entities and businesses
- Served as an expert witness for Title II and Title III
- Provided numerous training sessions and seminars regarding the requirements of state and federal accessibility standards for Title II and Title III

Professional Experience

- Contractor
- Work Training Program Coordinator
- Special Education Teacher
- Accessibility Inspector (1998 to Present)

Certifications and Training

- Certified Accessibility Specialist (Certificate No. CASp-152)
- Certified International Council (ICC) Accessibility/Usability/Plans Examiner (No. 1108082-21)
- Certified National Playground Safety Inspector (NPSI Certificate No. 19394-0215)
- Division of State Architect Academy-Accessibility/Plan Review/Fair Housing
- Division of the State Architect Academy – 2010 CBC Amendments – Accessibility
- Division of the State Architect Academy – 2013 CBC Amendments – Accessibility
- Division of the State Architect Academy – Plan Review – Access (2013 CBC)
- Division of the State Architect Academy – Accessible Public Housing Regulations
- Division of the State Architect Academy – Transient Lodging, Housing at a Place of Education and Social Service Center Establishments
- Texas Department of Licensing and Regulation Compliance Division - Texas Accessibility Academy
- Texas Department of Licensing and Regulation Compliance Division – Elimination of Architectural Barriers in the Public Right-of-way

Education

St. Leo College, Bachelor of Science –Education

Publications

Articles for Maintenance Solutions Magazine

“Opportunities for Access”, March 2004

“Clearing a Path for Access”, February 2005

Presentations and Training

Educational Entities and Organizations

- Alliance of Schools for Cooperative Insurance Programs
- Schools Insurance Group
- Schools Insurance Authority
- Tri County Schools Insurance Group
- California School Board Association
- San Diego County Office of Education JPA
- California Council of School Attorneys

- Indiana Parks and Recreation Annual Conference
- Tuolumne County Joint Powers Authority
- California Association of School Housing
- California Association of School Business Officials
- School and College Legal Services

Public Entities and Organizations

- Public Risk Managers Association
- Council of Public Entity Attorneys
- California Building Authority
- California Joint Powers insurance Authority

Private and Professional Organizations

- Southern California AIA
- Oroville Chamber of Commerce
- Rental Housing Authority
- Western Fairs Association of Defense Counsel of Northern California and Nevada
- California Defense Counsel
- Independent Living of Northern California

Other Activities

- Currently appointed by the Office of the Independent Monitor regarding Chandra Smith vs. Los Angeles Unified School District Modified Consent Decree
- Currently appointed as a neutral monitor regarding implementation of a consent decree for a public entity
- Currently assisting a public entity with resolution of an ADA complaint
- Currently assisting a public entity to resolve a complaint by the US Department of Justice



EXHIBIT “B”

SCHEDULE OF SERVICES



DAC understands that the City is asking for the project to be completed within twelve (12) months. Based on experience with similar projects and scope, it is estimated that the project completion time will be within six (6) months or sooner, if City wishes this completed earlier.

Task and Activities	Months					
	1	2	3	4	5	6
DAC kickoff meeting; survey methodologies, forms, deliverables and schedule confirmation						
Project planning, survey and activity scheduling, procedures review						
Surveys of City buildings, parks, and public rights-of-way						
Review of policies and procedures						
Draft self-evaluation of services, policies, programs and practices for City review						
Public input and community outreach						
Transition plan project database and accessibility reports prepared for City						
DACTrak software presented to City, logins created training on use of DACTrak						
Second draft of self-evaluation deliverables presented						
Deliverables completed and provided to the City						

EXHIBIT "C"

COMPENSATION

Fee Proposal

<div>  FEE PROPOSAL- DISABILITY ACCESS CONSULTANTS LLC City of Stanton Americans with Disabilities Act Self-Evaluation and Transition Plan <div>  </div> </div>								
STAFF POSITIONS AND BILLING RATES								
TASKS	Project Manager	CASp	General Manager	Director of Administrative Services	Field Team Leader	Accessibility Specialists	IT Director	Cost
	\$120	\$120	\$100	\$95	\$95	\$85	\$0	(\$)
Project Scope and Tasks								
A. Forms, Project Management, Coordination, Meetings, Council Presentation and Procedures	40	10	10	30	30			\$ 12,700
B.1 Facility and Park Inspections: Combination of 47 facilities, parks, parking lots and vacant lots.	10	12	4	20	60	250		\$ 31,890
B.2 PROW Inspections	10	12	4	20	60	300		\$ 36,140
C. Compliance and Findings: Included in DACTrak								\$ -
D. Development of Comprehensive Plan: Assist City to Develop Plan	24	8	4	24				\$ 6,520
Policy and Program Review: Public Input and Outreach	24	4	2	28				\$ 6,220
F. Meetings: Included in (A)								\$ -
G. Training	24	12	8	12				\$ 6,260
H. Project Completion and Timeline: Included in (A) . Six (6) months								\$ -
Scope and Task Total	132	58	32	134	150	550	0	\$ 99,730
OPTIONAL								
1. City Wide Reference Map: Included with DACTrak							14	\$ -
2. Project Database: Included with DACTrak							12	\$ -
Optional	0	0	0	0	0	0	26	\$ -
TOTALS	132	58	32	134	150	550	26	\$ 99,730

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR SPLASH PAD MAINTENANCE

REPORT IN BRIEF:

As the current contract is set to expire on November 30, 2022, City staff released a Request for Proposal (RFP) soliciting proposals to provide professional splash pad maintenance services at Stanton Central Park and Harry M. Dotson Park. California Waters Development, Inc. DBA California Waters is qualified to provide the professional services and staff is recommending award of contract to that firm.

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 to California Waters Development, Inc. DBA California Waters to provide professional splash pad maintenance and repair services for a maximum contract amount of \$14,940 annually, excluding CPI adjustments as provided for in the Professional Services Agreement; and
3. Authorize the City Manager to bind the City of Stanton and California Waters Development, Inc. DBA California Waters in a contract to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$5,000 to California Waters Development, Inc. DBA California Waters.

BACKGROUND:

In anticipation of the expiration of the service agreement, City staff released a Request for Proposal (RFP) soliciting proposals to provide professional splash pad maintenance services and optional repair services. The RFP was released in accordance with the City’s Purchasing Policy and Procedures.

ANALYSIS/JUSTIFICATION:

A Request for Proposals was issued on September 26, 2022 with a proposal due date of October 20, 2022. One firm provided a proposal: California Waters. City staff came to a consensus that California Waters is qualified to continue to provide splash pad maintenance services and that sufficient funding has been allocated within the Fiscal Year 2022-2023 Adopted Operating Budget.

Therefore, City staff recommends entering into a one (1) year service agreement with two (2) optional one-year extensions with California Waters in an amount not to exceed \$14,940 per year, excluding CPI adjustments as provided for in the draft standard agreement, for the routine maintenance of the splash pads.

Any repair work and/or wearable item replacements are to be contracted separately from the routine maintenance contract as they cannot be fully anticipated. City staff is requesting a repair work and wearable item allowance contingency be provided in the amount of \$5,000 per year. Any repair work and/or wearable item replacement will be as needed and determined by City staff, with contingencies to be approved by the City Manager.

The Agreement allows the service rates and hourly repair fees 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%).

FISCAL IMPACT:

The total cost to the City will be dependent on the specific tasks needed during the life of the agreement. The Fiscal Year 2022-2023 budget includes \$20,000 for splash pad maintenance as follows:

280-3400-608100: \$10,000

101-3400-608100: \$10,000

ENVIRONMENTAL IMPACT:

This 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:

3 – Provide a high-quality infrastructure.

Prepared by: Han Sol Yoo, E.I.T, Associate Engineer

Reviewed by: Cesar Rangel, P.E., Public Works Director / City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

A. Professional Services Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
SPLASH PAD MAINTENANCE**

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 **California Waters Development, Inc. DBA California Waters, a Corporation**, with its principal place of business at **23311 E. La Palma Avenue, Yorba Linda, CA 92887** (“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 **Splash Pad Maintenance** 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 **Splash Pad Maintenance** 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 **Splash Pad Maintenance** 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 **Splash Pad Maintenance** 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 **December 1, 2022** to **November 30, 2023**, 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: **Jeffrey Barman**

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

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

- (d) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability

Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

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

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability 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 **FOURTEEN THOUSAND NINE HUNDRED FORTY DOLLARS (\$14,940.00)** ("Total Compensation") without written approval of City's **Public Works Director, or his or her designee**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit "B" in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

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:

California Waters Development, Inc. DBA California Waters
23311 E. La Palma Avenue
Yorba Linda, CA 92887
Attn: **Jeffrey Barman, Vice President**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Cesar Rangel, 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

CALIFORNIA WATERS DEVELOPMENT,
INC. DBA CALIFORNIA WATERS

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Mark Pitman
President

ATTEST:

By: _____
Jeffrey Barman
Vice President / Secretary

By: _____
Patricia Vazquez
City Clerk

CORPORATE SEAL OF CONTRACTOR
REQUIRED

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”
SCOPE OF SERVICES

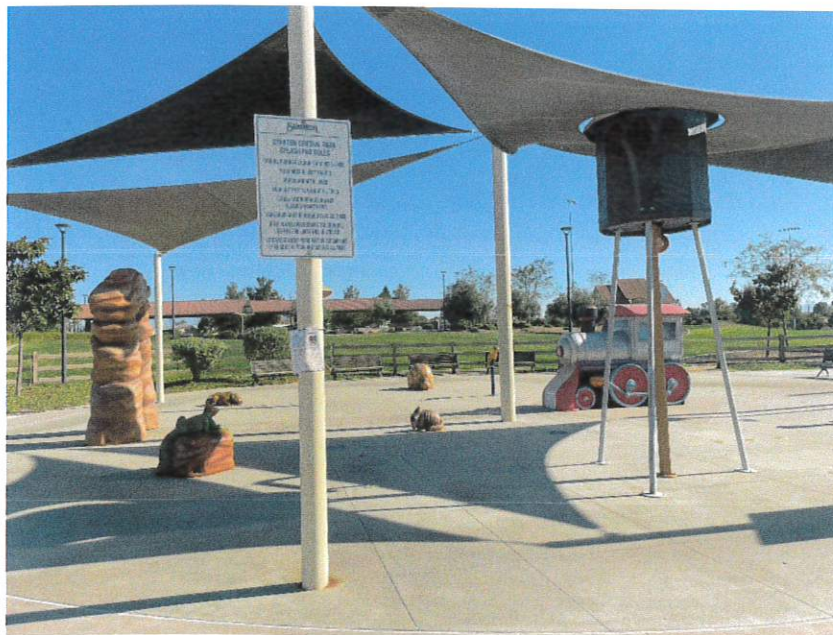


CITY OF STANTON

Request for Proposal

Water Splash Pad Maintenance Services

October 20, 2022



Jeffrey Barman
President, Repair Services and Service Divisions | California Waters
o 949.528.0900 x102 | f 949.528.0910
jbarman@californiawaters.com

Lorri Johncox
Coordinator, Repair Services and Service Divisions | California Waters
o 949.528.0900 x111 | f 949.528.0910
ljohncox@californiawaters.com



WE ARE CALIFORNIA WATERS

Founded in 1999, California Waters is one of California's oldest, largest, and fastest growing aquatic specialty contractors.

California Waters delivers professional, in-house, self-performed maintenance, repair, renovation, design/build and construction services focused exclusively on commercial water features, pools and spas, splash pads, and waterscapes.

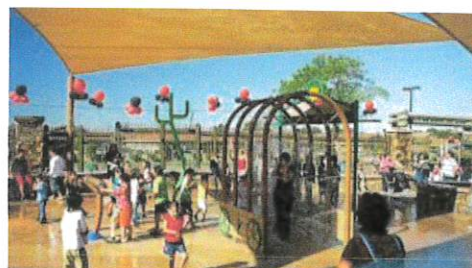
By delivering outstanding construction and service excellence, we capture the beauty, magic and mystery of water for all to enjoy – we bring water to life.

Using innovative techniques and our deep experience, we will identify ways to increase construction efficiencies, adhere to budgets, accelerate schedules and eliminate surprises. Count on us to deliver quality and execute on all fronts.

And because water is all that we do, we are experts at using state-of-the-art and cost-effective techniques to bring it to life.

We invite you to visit our website and see our online brochure for more information at www.californiawaters.com.

We look forward to working with you.





Sent by Hand

October 20, 2022

**RESPONSE FROM CALIFORNIA WATERS TO
RFP FOR CITY OF STANTON FOR
Water Splash Pad Maintenance Services**

California Waters Development, Inc. dba California Waters appreciates the opportunity to respond to the City of Stanton's splash pads' maintenance services RFP.

Summary of Our Qualifications and Experience

- 💧 Specific focus on and expertise servicing aquatics since 1999
- 💧 Comprehensive service provider: maintenance, repair, renovation, and design-build new construction
- 💧 Significant municipal, county, city and public agency experience
- 💧 Fully insured with \$6 million of liability insurance
- 💧 Active and compliant C53 (Swimming Pool) and A (Engineering) contractors licenses from the State of California, as well as three C61/D licenses, including C61-D35 (Swimming Pools), CSLB #958960
- 💧 Certified Pool Operator (CPO) issued by the PHTA (fka National Swimming Pool Foundation)
- 💧 Aquatic Facility Operator (AFO) certification through the National Recreation and Park Association (NRPA)
- 💧 Formally trained to enter and operate in confined space permit locations
- 💧 Formally certified as a Small Business Enterprise (SBE) by the State of California
- 💧 DIR certified by the State of California

Experience

In business since 1999, California Waters was reincorporated in 2009. We have the staff and equipment necessary to execute the specifications of this RFP; both in the field to execute the work required, and administratively in the office to provide support.

We currently provide maintenance and repair services on behalf of hundreds of public sector and private developers and managers of properties with splash pads, aquatic facilities, pools and spas, fountains and water features.

We are confident that our experience, and most important the experience of our trained professional splashpad technicians, will allow us to fully self-perform the scope of the splash pad weekly in-season, monthly off-season, and spring startup and winterization activities in your scope on pages 4 and 5 of your RFP document.





Sample Project References

With over 20 years of experience, California Waters has a long and highly successful track record in working with municipalities and public agencies. Our current and recent customers for the service and repairs of splashpads, fountains and water features include: the City of Anaheim, the City of Beverly Hills, the City of El Cajon, the City of Hawaiian Gardens, the County of Los Angeles, the City of Monrovia, the County of Riverside, the City of Santa Monica, the City of Santee, and the City of West Hollywood, among others. We are a qualified/pre-approved vendor for many other cities, counties, parks departments, and public agencies throughout California.

Three sample current references follow, listed alphabetically by City name, for each of whom we currently provide recurring weekly splash pad maintenance services in-season and on-call repairs as needed both in season and off-season:

City of Stanton – 2 splashpads with weekly in-season service and monthly off-season service

As you know, we are the current holders of this maintenance contract.

City of Anaheim – 2 splashpads with daily in-season service and 1 fountain

Mr. Phil Yuhas
Park Field Coordinator
714-765-5237
pyhuas@anaheim.net
Since 2018

City of Santa Monica – 1 splashpad and many fountains and a large manmade lake

Mr. Christopher Oliver
Park Maintenance Supervisor
310-458-2201
christopher.oliver@smgov.net
Since 2013

City of Tustin – 3 splashpads: 1 for service, 1 for repair, 1 for on-call repair

Mr. Ron Walde
Maintenance Supervisor
714-795-0118
rwalde@tustinca.org
Since 2021





Staff and Equipment

We have approximately 40 employees, and approximately two dozen trucks. We have our crews operating full-time, each dedicated to either service, or repair, or construction. We own literally hundreds of tools and well over a million dollars of invested capital in our equipment and fleet. We also have strong relationships with multiple equipment rental companies. We do not anticipate any issues with tools or equipment needed to service your account, and indeed believe we have everything we might expect to use in-house on day one.

The summary resume of the primary account manager for your project follows:

Jeffrey Barman

Title: Vice President, California Waters Development, Inc.
Tenure With California Waters since 2009
Certificates: Certified Pool Operator (CPO), current
Aquatic Facility Operator (AFO), current
National Plasters Council (NPC) start-up, current
Among others
Licenses: Holder of C53, C61- D35, and other CSLB licenses
Education: B.A. degree in Economics from Wesleyan University of Connecticut

All of our personnel that would be tasked to your work have the experience necessary to undertake the scope of work required, and understand, speak, read and write English fluently. All of our field personnel are required to follow a professional dress code and conform to our Company's uniform policy.

Approach

Our type of service is full-service. We will provide complete coverage of the maintenance and other items within the scope of work of this RFP, and will be able to provide in-house repairs, troubleshooting, equipment replacement, and virtually any other items and activities that you may request or require.

We will promptly report to your staff the occurrence if any unusual incidents or hazardous conditions are noted.

The motto at California Waters is that while true perfection may be unattainable, we will always strive toward it on behalf of our customers, many of whom we have had the privilege of serving for many years now. We take quality control seriously at all levels of the Company, both in the field and in the office.



When needed, we are able to offer our service customers a full scope of design, engineering, renovation and construction efforts, in-house. We do not just service and repair splash pads, we design and construct them too.

Emergency Response Plan

We have redundancy built into our staff of 40+ people strong and can handle emergencies and extra work as needed by the City and respond to the two-hour emergency callout when needed.

We provide all our customers 24/7 Emergency Service including our phone auto-forward system to provide access to multiple authorized, experienced personnel after hours. All field personnel and managers are equipped with smartphones, providing both live text and email communication capability while in the field as well as the ability to send pictures and video.

Our service and repair trucks each have live GPS tracking, for minute-by-minute reporting, making instantaneous routing and trip reports easily achievable. Our proprietary software coordinates, tracks and details work orders from the time of the first call from the field staff or the customer, to the completion and invoice of the job. We also have the capability to track our customers' equipment in the field to assist in diagnosing any issues remotely when necessary.

Our headquarters and yard are in Yorba Linda, California and we provide service to customers throughout Southern California.

Project Management and Invoicing

California Waters utilizes state of the art technologies in its operations, both in the field and in the office. In addition to field service and technical personnel, and the key personnel noted elsewhere in this proposal, we have full-time, dedicated staff to handle the administrative side of the work necessary to support your staff's own efforts with our critical back-office activities such as scheduling, communication and invoicing.

Invoices are generated using a well-known professional accounting software program called Foundation, with a proprietary add-in system for scheduling and tracking, and an additional add-in system for GPS tracking of all Company service and support vehicles as mentioned.





Financial Strength

California Waters has been in continuous operation since 1999. We have existing, strong, credit, banking and bonding relationships. Our financial statements have in recent past years been formally reviewed annually by the well-known Orange County CPA firm of Wertz & Company, based in Irvine. There have been no Chapter 7/11/13 bankruptcies filed by the Company, nor by its principals, in their respective histories.

Our annual revenue has in recent years been in excess of \$8 million. While your account would be significant, important, and highly valued by our Company, it would not dominate our business or materially impact our overall financial capabilities or operations.

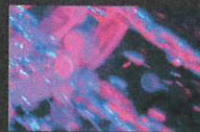
We believe we are one of the largest and most established companies in our industry in all of Southern California. We believe we have ample financial wherewithal, lines of credit, cash on hand, and cash flow from ongoing operations to ably and efficiently support an account of your size, including, but not limited to, its terms and conditions, and timing of invoice payments.

Subcontractors

We do not anticipate the use of subcontractors to perform the scope of work stated in the RFP for recurring maintenance. However, we do name a subcontractor, potentially to be used for electrical repairs, if needed as additional services at the City's request, as follows:

USA Tech Electric; DIR PW-LR-1000546053; CSLB 1061065. Expected use for maintenance scope: 0%; expected use for repairs out of RFP service scope on as-needed basis: Minimal to none.





Renewals

We would be pleased to be considered for each of the two potentially available one-year renewal options referenced on page 6, item 1a, of the RFP, with an increase from the prior year's rates of the greater of: i) 5%, or ii) the rate indicated at that time by the most recent release of the March CPI, All Urban Consumers, Los Angeles-Riverside-Orange Counties; and we would not accept a maximum of 5% considering current inflationary issues.

Addendums

We are not aware of any addendums.

Additional Information

California Waters is comprised of two entities with identical ownership, insurance coverage, and contact information:

California Waters Development, Inc. dba California Waters, a California "S" corporation;
Federal Tax ID Number (EIN) 27-4963481.

California Waters, LLC, dba California Waters, a California limited liability company;
Federal Tax ID Number (EIN): 27-1115518.

Throughout this proposal "California Waters", the "Company" and "we" or "our" shall be intended to refer to these two operating entities collectively.

Conclusion

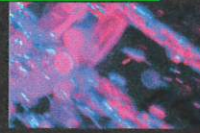
We greatly appreciate the opportunity to be of service. Please email or call us with any questions or concerns you may have, at any time. Thank you.

Sincerely,

Jeffrey Barman

Vice President, California Waters Development, Inc., dba California Waters
President, Repair Services and Service Divisions, California Waters

T: 949.528.0900 x102
F: 949.528.0910
E: jbarman@californiawaters.com



Sent by Hand

October 20, 2022

**RESPONSE FROM CALIFORNIA WATERS TO
RFP FOR CITY OF STANTON FOR
Water Splash Pad Maintenance Services**

California Waters Development, Inc. dba California Waters replies to the requirement of the RFP scope on page 6, item 1b, that it will comply with the City's insurance requirements and professional services agreement.

Sincerely,

Jeffrey Barman

Vice President, California Waters Development, Inc., dba California Waters
President, Repair Services and Service Divisions, California Waters

T: 949.528.0900 x102

F: 949.528.0910

E: jbarman@californiawaters.com



EXHIBIT A

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 Services Proposal.



Original Signature by Authorized
Officer/Agent

Jeffrey Barman

Type/Print Name of Signatory

Vice President

Title

23311 E. La Palma Ave., Yorba Linda, CA 92887

Consultant Mailing Address

Form of Business (mark one of the
following):

☐ Sole Proprietor/Individual

☐ Partnership

☒ Corporation

☐ Limited Liability Company (LLC)

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

27-4963481

Vendor's Tax ID Number (FEIN)

California Waters Development, Inc., dba
California Waters

Company Name

949-528-0900

Phone Number

949-528-0910

Fax Number

www.californiawaters.com

Website Address

jbarman@californiawaters.com

E-mail Address

EXHIBIT “B”

SCHEDULE OF SERVICES

Table of Anticipated Staff Hours Per Task

Weekly During Operational Season:

One Service Technician Visiting Both Splash Pads on a weekday for a combined total of about two hours per visit, though it will fluctuate depending on conditions at each park.

Monthly During Off-Season:

One Service Technician Visiting Both Splash Pads on a weekday for a combined total of about two hours; except if Item H, drain and clean holding tank, is required, which would add considerable time to that visit, or would require a follow-up visit.

Winterizing Work Once Annually:

Two Service and/or Repair Technicians on a weekday for a combined total of approximately four hours, and thus eight person-hours.

Spring Start Up Work Once Annually:

Two Service and/or Repair Technicians on a weekday for a combined total of approximately eight hours, and thus 16 person-hours; plus additional time possibly for unusual or one-time equipment or other issues, extra troubleshooting needs, etc.

Office time will be needed: weekly for reports and timesheets; weekly for prevailing wage payroll gathering and compliance; weekly for oversight of technicians; as-needed for communication with City; combined total unknown for office staff but projected at least five person-hours monthly.

EXHIBIT “C”
COMPENSATION



Sent by Hand

October 20, 2022

**RESPONSE FROM CALIFORNIA WATERS TO
RFP FOR CITY OF STANTON FOR
Water Splash Pad Maintenance**

California Waters Development, Inc. dba California Waters replies to the requirement of the RFP scope regarding Pricing as follows:

Pricing

Our proposed price for your RFP is a not to exceed flat rate of \$14,940 for the first 12 months, invoiced at a fixed rate of \$1,245 per month.

Includes prevailing wage labor at Laborer 1 class rates for this scope:

- once-weekly service visits in season, for the period from the Friday before Memorial Day through Labor Day
- once-monthly service visits off season, for each month for the rest of the calendar year
- once-annual winterizing work after the season completed, after Labor Day
- once-annual spring start up work before the season restarts, before Memorial Day

Any repair work will be contracted for separately; additional service calls will be available upon request on a T&M basis.

Our standard prevailing wage hourly T&M rate is currently \$195 per person-hour, with a one-hour minimum. There is a trip charge of \$200 per vehicle dispatched. Emergency rates are charged at 1.5x for weeknights and Saturdays, and 2.0x for Sundays and holidays, with time charged on a portal to portal basis (but without trip charge in such instances).

Our terms are net 30, with an option of 1% discount net 10, paid by check by mail or by ACH to our bank.



Items Excluded

Our pricing includes from the items on the Required Work Annually for Spring Startup the replacement of peristaltic pump tubing (but not pump feeder tubing, the specialty tube from the pump itself), as necessary; the replacement of pump filter lid o-ring, as necessary; and the addition of new sand filter media (adding sand), as necessary.

Our price excludes the replacement of UV bulbs and ballasts, as we believe including these in a fixed price model would be to the detriment of the City long-term, as you would be effectively paying for them whether they are replaced or not. We would procure, replace and invoice UV consumable items as needed and treat them as a repair item.

We do not note any other consumable parts that call out for inclusion, and thus have not included any others. We understand the concept of inclusion of additional items referenced in the RFP, and would be happy to include a reserve for smaller items with individual low costs so that we can proactively replace items for you as needed. Examples would be skimmer baskets, pump baskets, pump chemical feeder tubing (as opposed to the peristaltic tubing), and similar items. An example could be "approved for parts under \$100 up to \$1200 per year without prior approval but with emailed notification". But this is only an example, mentioned here as a suggestion in response to the RFP call-out for its discussion. It is thus not required by our bid, and it is not included in our fixed cost pricing at this time in our proposal.

Table of Anticipated Staff Hours Per Task

Weekly During Operational Season:

One Service Technician Visiting Both Splash Pads on a weekday for a combined total of about two hours per visit, though it will fluctuate depending on conditions at each park.

Monthly During Off-Season:

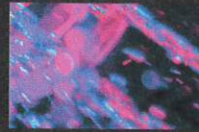
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Two Service and/or Repair Technicians on a weekday for a combined total of approximately four hours, and thus eight person-hours.

Spring Start Up Work Once Annually:

Two Service and/or Repair Technicians on a weekday for a combined total of approximately eight hours, and thus 16 person-hours; plus additional time possibly for unusual or one-time equipment or other issues, extra troubleshooting needs, etc.



Office time will be needed: weekly for reports and timesheets; weekly for prevailing wage payroll gathering and compliance; weekly for oversight of technicians; as-needed for communication with City; combined total unknown for office staff but projected at least five person-hours monthly.

Sincerely,

Jeffrey Barman

Vice President, California Waters Development, Inc., dba California Waters
President, Repair Services and Service Divisions, California Waters

T: 949.528.0900 x102
F: 949.528.0910
E: jbarman@californiawaters.com

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

**SUBJECT: AWARD OF CONTRACT TO BUCKNAM INFRASTRUCTURE GROUP
TO PROVIDE A PAVEMENT MANAGEMENT PLAN**

REPORT IN BRIEF:

City staff released a Request for Proposal (RFP) soliciting proposals to provide a professional Pavement Management Plan. Bucknam Infrastructure Group is the best qualified firm to provide the professional services and staff is recommending award of contract to the firm. In addition, staff is requesting City Council approval for an appropriation of \$26,196.

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 to Bucknam Infrastructure Group to provide a professional Pavement Management Plan for a maximum contract amount of \$23,796; and
3. Authorize the City Manager to bind the City of Stanton and Bucknam Infrastructure Group in a contract to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$2,400 to Bucknam Infrastructure Group; and
5. Appropriate \$26,196 from the Gas Tax Fund (#211).

BACKGROUND:

The City currently maintains 46.14 centerline miles of paved surfaces, composed of 32.01 centerline miles of local streets and 14.13 centerline miles of collector and arterial streets. The funding for maintenance of these streets comes from Gas Tax, SB 1, Measure M, competitive grants, and the City’s General fund.

A Pavement Management Plan (PMP) is a tool used to inventory, rate, track, budget, and plan for future maintenance and projects. It also tracks the performance of previous rehabilitation activities and uses that information to predict and recommend future activities.

Every street is inventoried, and its condition cataloged within the system. The recommendations are used to maximize efficiency of spending. The PMP was created in June 2007 and has been updated every two years since then.

One of the requirements of the Orange County Transportation Authority (OCTA) to remain eligible for Measure M funding is that each City have a PMP and update it every two years. The City is required to update the plan and submit the update by June 2023 to continue to receive Measure M funding. The City will be using MicroPAVER to coordinate with all of the cities within the County.

City staff released a Request for Proposal (RFP) soliciting proposals to provide a professional PMP. The RFP was released in accordance with the City's Purchasing Policy and Procedures.

ANALYSIS/JUSTIFICATION:

A RFP was issued on September 30, 2022 with a proposal due date of November 1, 2022. Two (2) firms provided proposals: Nichols Consulting Engineers and Bucknam Infrastructure Group. The proposals were evaluated by the Public Works Department, and staff came to a consensus that Bucknam Infrastructure Group provided the best proposal.

Bucknam Infrastructure Group is qualified to provide a professional PMP. Bucknam Infrastructure Group has successfully provided the same services to other cities, such as Fountain Valley, Cypress, and Westminster. The total lump sum fee is \$23,796.

FISCAL IMPACT:

This project is not included in the City's Fiscal Year 2022-23 Adopted Operating Budget. Therefore, staff is requesting City Council appropriate \$26,196 from the Gas Tax Fund (#211), which has an available fund balance of approximately \$1.7 million.

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.

PUBLIC NOTIFICATION:

Notifications were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3. Provide a Quality Infrastructure

Prepared by: Cesar Rangel, P.E., Public Works Director / City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

A. Professional Services Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
PAVEMENT MANAGEMENT PLAN**

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 **Bucknam Infrastructure Group, Inc., a Corporation**, with its principal place of business at **3548 Seagate Way, Suite 230, Oceanside, CA 92056** (“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 **Pavement Management Plan** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Pavement Management Plan** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **November 22, 2022** to **December 31, 2023**, 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: **Peter Bucknam**.

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

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

- (d) **Workers’ Compensation:** Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability

Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

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

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability 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 "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWENTY-THREE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS (\$23,796)** ("Total Compensation") without written approval of City's **Public Works Director, or his or her designee**. 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:

Bucknam Infrastructure Group
3548 Seagate Way, Suite 230
Oceanside, CA 92056
Attn: **Peter Bucknam, President**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Cesar Rangel, 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

BUCKNAM INFRASTRUCTURE GROUP,
INC.

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name: Peter Bucknam
Title: President

By: _____
Name:
Title:

ATTEST:

By: _____
Patricia Vazquez
City Clerk

CORPORATE SEAL OF CONSULTANT
REQUIRED

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

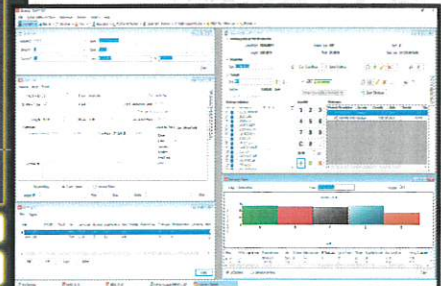
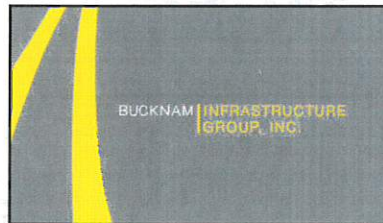
EXHIBIT “A”
SCOPE OF SERVICES

PROPOSAL FOR UPDATE TO PAVEMENT MANAGEMENT PLAN

City of Stanton, CA

October 20, 2022

Submitted by:
Bucknam Infrastructure Group, Inc.



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October 20, 2022

Mr. Cesar Rangel, P.E.
Public Works Director/City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Subject: Proposal for Update to Pavement Management Plan

Dear Mr. Rangel,

It is our pleasure to submit our proposal to assist the City of Stanton in the proactive, continued management of your Pavement Management Program (PMP). With the City seeking to move toward stronger infrastructure management methodologies through advanced pavement inspections, verification of pavement section true areas, neighborhood maintenance scheduling, Capital Improvement reporting (CIP), and GIS-PMP implementation, *Bucknam Infrastructure Group, Inc.* has identified a proactive and cost efficient method to assist the City in updating a successful PMP.

Our team will focus our 25-yr long-term SoCal PMP knowledge, extensive Orange County experience and GIS/GPS technologies to optimize the City's pavement revenues by implementing a common sense, proven and reliable PMP methodology.

- ❖ Relevant and accurate PMP services based on our ongoing work with the Orange County Transportation Authority (OCTA), Measure M2 compliance (**Bucknam is currently assisting nineteen (19) Orange County agencies comply with Measure M2;**

Additionally, Bucknam was selected by OCTA in September, 2021 to perform a **county-wide PMP assessment on all 35 local agencies** and perform a 10-yr budgetary model that demonstrates the required revenues to sustain or achieve a PCI of 75 or higher; ➡➡

- ❖ OCTA Measure M2 compliant MicroPAVER surveying, reporting and pavement analysis;
- ❖ Use of Bucknam-Fusco "Cloud-based Learning Technology" Artificial Intelligence (AI) to calculate, compare and qualify all AC/PCC asphalt SF's within the City of Stanton;
- ❖ Local-Orange County knowledge and experience gained through our management of 80 local agency PMP's within Southern California. Over the past two years, **Mr. Peter Bucknam served as Project Manager for numerous Orange County PMP projects (i.e. Seal Beach, Placentia, Buena Park, Orange, Santa Ana, La Palma, Laguna Woods, La Habra, Fullerton, Fountain Valley, Huntington Beach, Brea, Costa Mesa, Tustin, RSM, Laguna Beach, San Juan Capistrano, Laguna Hills and Westminster)** and he has personally managed over 700 PMP projects over the past twenty-five years;



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

- ❖ PMP project/engineering experience that brings the understanding that MicroPAVER results are not set in stone; we proactively use the available data to enhance budget forecasting, project planning and maintenance zone development;
- ❖ Professional Engineering experience through our Principal, Mr. Steve Bucknam, P.E. who brings 45+ years of public/private local agency experience. Mr. Bucknam has served as City Engineer, Deputy City Manager, Design Engineer and Utilities Director for numerous public agencies; and
- ❖ Qualified PMP services through MicroPAVER certification testing and OCTA's MicroPAVER pre-qualified inspection testing and services; Bucknam is pre-qualified by OCTA through 2024

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP submittal) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules.

Offeror: Bucknam Infrastructure Group, 3548 Seagate Way, Suite 230, Oceanside, CA 92056; Company FID # 45-2723662

Mr. Peter Bucknam (Project Manager) will be providing day-to-day operational and management services; he is authorized to sign the agreement for this contract. He can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com. Mr. Steve Bucknam, P.E. (Principal) will be responsible for project oversight (steve@bucknam.net).

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Stanton will receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective pavement management program. We have thoroughly examined and are familiar with the work described in the City's RFP. Our handpicked pavement management professionals are committed to delivering quality work to achieve the City's goals.

Our proposal shall be valid for a period no less than ninety (90) days from the date of submittal. All information within our proposal is true and correct. We have already scheduled time for your project and eagerly await our kick-off meeting with City staff and you.

Respectfully submitted,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
President/Project Manager

Project Understanding / Approach

As the City of Stanton infrastructure matures, the City's staff is striving to update the Pavement Management Program (PMP) through cost effective condition surveys, engineering cost evaluation, Arterial CIP prioritization, "residential neighborhood" budgetary reporting and work history updates within the MicroPAVER database. The City requires a team that will not only survey the defined sections using cost-conscious methodologies but will create a comprehensive program that includes the enhancement of your multi-year PMP CIP, neighborhood maintenance, improved true area SF accuracy, essential data for PS&E bid document preparation, GIS links to the PMP, and the knowledge of the MicroPAVER/MyRoads® software.

Bucknam will provide these services through our proactive and accurate update of your PMP; we will address the City's primary goals of:

- Establishing project kickoff meeting to finalize scope of work, all team members, project schedule and deliverables;
- Assessing 2021 MicroPAVER database to validate all street classifications, segmentation and segment quantities;
- Enhancing the Stanton MicroPAVER database with 2021 - 2023 work history data entries;
- Surveying 46.14 miles of Arterial, Collector, Local, and Alley streets; provide variance PCI reporting based upon 2021 PCI's vs. 2023;
 - Verifying / Updating pavement centerline and segment quantities (PMP vs. GIS);
 - Through the use of Bucknam-Fusco pavement segmentation Artificial Intelligence (AI) calculations (true edge of pavement to edge of pavement calcs);
- Generating 2023 Pavement Condition Index (PCI) ratings/summaries for each segment and overall;
- Developing a proactive preventative slurry seal / overlay rehabilitation schedules based on existing capital funding;
- Establishing sound recommendations for current / future maintenance needs;
- Utilizing the City's existing funding to generate a baseline seven (7) year Capital Improvement Program (CIP); as well as recommending alternative maintenance budgets that demonstrate realistic return-on-investments (ROI), i.e. "actual" budget, maintain / increase PCI models;
- Publishing PMP-GIS layer within the City's GIS Enterprise and implementing Stanton MyRoads® web-portal

We have defined detailed phases to the scope of work in accordance to the City's RFP;

- Project Implementation, Client Satisfaction, Project Schedule, Scope of Work (Major Tasks)

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in updating a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Stanton it will be essential to establish, up front, the Public Works (Engineering & Maintenance) pavement management priorities. Our team will set a Project Kickoff meeting with Public Works staff to discuss and review in detail the expectations of the project, technical approach, section ID / GIS management, surveys, district/quadrant maintenance, software upgrades & use, project deliverables and the review of schedule.

This effort will build consensus between the Engineering and Maintenance staff, as well as, build stronger ARTERIAL CIP and LOCAL neighborhood maintenance programs that complement large Public Works CIP projects and annual maintenance projects.

Further topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data; its current and future use, survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, MyRoads® use and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – minimum of eight (8) hours; Field review meetings; Monthly progress status reports will be delivered to City project manager.

Quality Control (QC)

Prior the data assessment and survey, Bucknam will submit our Quality Control Plan to the City for review and discussion (OCTA approved). We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 4.6 miles of arterial/local/alley QC). Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments.

PCI variance reporting will be performed where previous PCI data will be compared to newly inspected 2023 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval).

Project Understanding & Technical Competence



Since we are collecting distress information on our field Tablets with the Stanton PMP database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Stanton's street distress data.

This will ensure that all system and analysis settings as well as City recommendations and standards are being followed. Over the past two years, Bucknam has submitted fifty (50) OCTA/METRO compliant reports for Orange and LA County municipalities, they include:

Orange County PMP Clients (Current)		
Brea	La Palma	RSM
Costa Mesa	Orange	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capistrano	La Habra
Huntington Beach	Laguna Woods	Fullerton
Seal Beach	Santa Ana	Placentia
Buena Park		
Los Angeles County PMP Clients (Current)		
Long Beach	Alhambra	El Segundo
Duarte	Culver City	Lomita
Rancho Palos Verdes	Palmdale	Glendora
Signal Hill	Pomona	Sierra Madre
Monterey Park	Hermosa Beach	South Pasadena
Compton	Lynwood	Norwalk
Monrovia	Rosemead	Bellflower
Lawndale	Covina	Beverly Hills
La Verne	South Gate	La Habra Heights
Gardena	Commerce	

Our surveys follow the accepted ASTM D6433 procedure requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Our staff attends the OCTA PMP Distress Training Classes held in each year, 2011 thru 2022.

In February 2022 our staff was acknowledged as "qualified inspectors and firm" to prepare PMP's compliant with the OCTA Countywide Pavement Management Guidelines (this certification/compliance runs through June 2024).

Additionally, due to our extensive 25yr Orange County PMP experience Bucknam was selected by the Orange County Transportation Authority (OCTA) in September, 2021 to perform a 10-year Pavement Management Plan analysis on ALL 35 Orange County local agencies PMP's. Essentially, a Countywide Pavement Management Plan!

- Bucknam currently assists 14 OC local agencies with MicroPAVER, 5 with StreetSaver
- Bucknam's 20+ years and current 2021-23 OCTA Pavement Management Plan project is the strongest example of extensive knowledge of OCTA Measure M requirements & PMP delivery in the County.

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Engineering and Maintenance divisions. Project success is created by delivering on three main factors;

- 1) Adherence to scope tasks and deliverables
- 2) Performing to the standard set by the Project Schedule; and
- 3) Controlling costs.

Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (3 field technicians will drive the proactive schedule).

Task Name	1-Dec	8-Dec	15-Dec	29-Dec	12-Jan	19-Jan	26-Jan	2-Feb	9-Feb	16-Feb	23-Feb	2-Mar	9-Mar	16-Mar
BASE SCOPE OF WORK														
1) Project Implementation														
Task 1.1 - Project Kickoff	X													
Assess PMP data / Establish Survey														
Task 1.2 - Project Status Meetings - Quality Control														
Project Status Meetings					X						X			X
2) Client Satisfaction														
Task 2.1 - Project Deliverables					X						X			X
3) Project Schedule														
Task 3.1 - Work Flow/Project Schedule														
4) Scope of Work														
Task 4.1 - Update Maintenance and Rehabilitation Activities														
Assessment of MicroPAVER - Work History														
Task 4.2 - Pavement Condition Surveys														
PCI Reporting					30%			60%		100%				
Quality Control Checks														
Develop Recommended Improvement Program														
Task 4.3 - Maintenance & Rehabilitation Assessment														
Update Maintenance & Rehab Activities														
Task 4.4 - Citywide CIP / OCTA Compliance Reports														
City Review of Draft Final Report														
Project Status Meeting					X						X			X
Delivery of Final CIP Report														
Task 4.5 - PMP-GIS / PMP Mapping														
Task 4.6 - Stanton MyRoads PMP Web Portal														
Task 4.7 - MicroPAVER / MyRoads PMP Training (Optional)														
Task 4.8 - Automated Data Collection (Optional)														

With a completed survey, our team will work with you to establish a PMP that provides specific, manageable pavement segments, detailed maintenance schedules of needed repairs and cost conscious maintenance recommendations that will assist you in preparing budget estimates required to complete the scheduled work for fiscal year 2023 and beyond.

4) Scope of Work (Major Tasks)

TASK 4.1: Update Maintenance and Rehabilitation Activities

The City will provide Bucknam a complete listing of all major work (overlay, slurry, etc.) in hard copy/digital format to Bucknam for updating specific section work histories and PCI ratings. Bucknam will review all maintenance and rehabilitation projects completed and/or scheduled by the City since the last update in 2021; this will include work history updates on arterial, collectors, locals, and alleys.

Our staff will enter the necessary work history updates as mentioned above (i.e. data entry of maintenance / rehabilitation activities) into your MicroPAVER database. Once the project is completed, our staff will provide the 2023 PMP database files to the City.

Deliverable: Update PMP data, Work History report

TASK 4.2: Pavement Condition Surveys

First and foremost, the assessment of the City's pavement segmentation is one of the key priorities for this project. With two years between major inspections it will be essential to verify that all Arterial, Collector, Local, and Alley segmentation is up-to-date and that section SF quantities are verified, accurate and reliable (this was shown as one of the City's major goals for this project).

This will be completed by utilizing the Bucknam-Fusco cloud-based learning technology (AI) to correct quantify square footages for each pavement section (see sample below).

Bucknam (powered by Fuscoe's unique use of cloud-based learning technology technology) allows our staff to provide the AI with the City of Stanton's most recent aerial image; in doing so, all AC and PCC pavement "true" areas are immediately



calculated. This instant calculation is possible due to the cloud-based learning tech's inherent working knowledge of how to recognize define pavement segmentation, edge of pavement and surface types.

This ability will allow Bucknam to obtain the necessary quality control measurements for all Stanton PMP segments and to perform segment SF variance reports. This will in turn create a more accurate total centerline / square footage total for the Stanton PMP network as well as enhance budgetary projections for FY 2023-30.

We will review/assess new and/or missing streets previously excluded from the last PMP update and create the necessary segmentation within the Stanton PMP database + GIS links.

Project Understanding & Technical Competence



Once the pavement segmentation has been assessed and verified, the necessary 46.14 miles of Arterial, Collector, Local, and Alley inspections will be performed. It is the City's desire to survey all pavement sections this fiscal year.

Our survey methodology will include the following approach based on the ASTM D6433 guidelines:

1. **Walking** - All sections are surveyed through "two-pass test" walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

Surveying methods will be conducted by remaining consistent with ASTM D6433-20 & the Army Corp of Engineers AC/PCC network-level sampling guidelines while being flexible to current City requirements.

All sample locations are observed through walking surveys; samples areas will cover a minimum of 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. According to the City's RFP the following pavement sections are to be surveyed for the upcoming 2023 PMP update:

- The inspection of approximately 46.14 centerline miles of Arterial / Collector, Local, and Alley segments will be performed;
- Recent overlay rehabilitation will reduce total mileage of survey – TBD;
- No private streets will be surveyed under this effort;

Our use of MicroPAVER Tablet-based units allows our staff to collect pavement data with the City of Stanton's PMP database live in the field. All electronic data is transferred to the master MicroPAVER account at the end of each day and reviewed at our office for quality control and management.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

2. **Field Attribute Data (updated and/or verified)**

- ❖ From/to, indicating the assigned limits of the section, sample test areas, street name
- ❖ Historical PCI tracking from previous inspections and 2023 PCI inspections
- ❖ Segment rank, length, width, and total true area of the section

3. **Conditional data will be evaluated for all street segments and will include:**

- ❖ MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- ❖ Sampling/conditional data pulled from within edge-of-pavement to edge-of pavement
- ❖ PCI ratings (0-100), taking into account the surface condition, level of distress

4. **Section Distress and PCI Reporting**

Once inspections are completed, we will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

Our submittal will include:

1. Street centerline miles, lane miles, and pavement area
 - a. Street segments arranged in continuous west/east and north/south
 - b. Reported as an per segment and entire network
 - c. Reported by functional classification (arterial, collector, local)
2. Current street network Pavement Condition Index ratings / summaries
 - a. Street segments arranged in continuous west/east and north/south
 - b. Report as an per segment and entire network
 - c. Reported by functional classification (arterial, collector, local)
3. Pavement segment tabular listing for the entire street network
 - a. PCI Report – sorted by PCI (worst to best)
 - b. PCI Report – sorted alphabetically
4. PCI Variance report comparing 2021 PCI's to 2023 PCI's
5. Replacement values and quantity of pavement

Deliverable: Citywide PCI Reports (30%, 65% and 100% status PCI reports), PCI Variance report

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance and Rehabilitation Assessment / Priorities

We will assist the City in developing the most cost-effective preventative maintenance and rehabilitation strategies necessary to achieve the desired level of serviceability. Initially, Bucknam will assess overall condition trends and perform an performance predication model; this will lead to Bucknam meeting with the City to discuss and strategize maintenance activities that are currently being used by the City. Based on the City's current AC & PCC applications and other maintenance practices used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the network.

We will establish/update the Stanton MicroPAVER maintenance "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within PMP software based on functional class (i.e. arterial, collector, local) and age.

Our staff will review the Stanton deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class.

All maintenance practices/unit costs will be integrated into the PMP and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenue projections are made. Our Project Manager and Principal will work closely with the City in defining

repair and rehabilitation strategies for each fiscal year as well as establish PMP zones for the street/alley networks. Once the repair/rehabilitation strategies have been defined, the identification of a seven year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (minimum of three (3) scenarios)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary recommendations that satisfy OCTA guidelines
- Local "Neighborhood" fiscal year reporting/improvement scheduling
- Future routine maintenance needs based on projected deterioration rates

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis.

TASK 4.4: Citywide CIP / OCTA Compliance Budget Reports

We will deliver a sound PMP Final Report to the City which will be essential for staff reference / use as well as presented in a way that is beneficial for elected officials/upper management. **This report will ensure that the City in complying with OCTA Measure M2 Eligibility requirements.**

The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team. The report will provide:

- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 7-yr period (ARTERIAL, LOCAL and ALLEY Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service;
- Modeling and comparison of at least three (3) budget scenarios that typically include:
 - Future PMP conditions based upon historical funding levels;
 - Identification of annual funding to maintain current after 7-years (alternative strategy);
 - Increase current PCI within 7-years (alternative strategy);
 - Projected pavement conditions resulting from the Forecast Maint. Reports;
 - Gradual, Frontloaded, Constrained and Unlimited funding analysis;
- Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule;
- Publication of budget scenarios within MyRoads® and GIS (Bucknam web-portal/dashboard);
- Supporting documentation required by OCTA;

- A detailed breakdown of deferred maintenance (backlog); and
- Quality Management Plan document.

Our recommendations will provide guidance to the City on how to implement better preventative maintenance / rehabilitation strategies and/or increase funding through PMP data examples. We will make a 15 minute (non-technical) presentation of the results from the 2023 PMP update to City personal and/or City Council if necessary; pro bono.

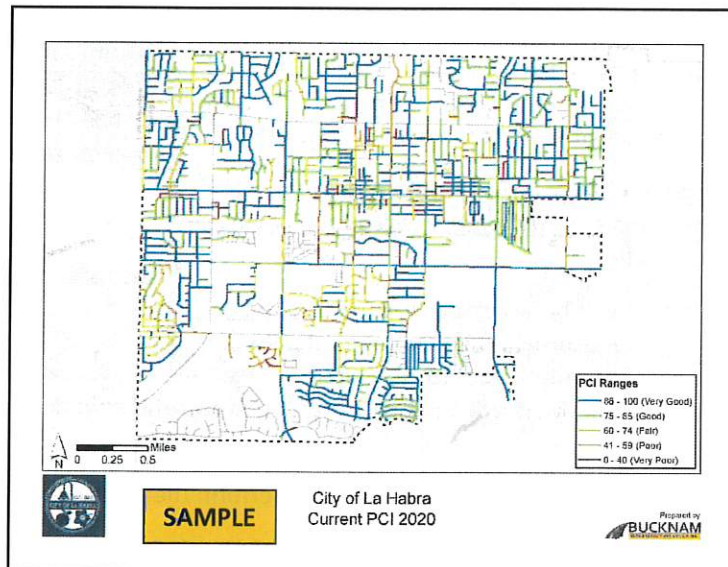
Mr. Steve Bucknam, P.E. (Registered Engineer) will review all completed data and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

Deliverable: Two (2) copies of the approved Final PMP Report, Final MicroPAVER database, Excel spreadsheets, OCTA compliance form and digital delivery of final project files.

TASK 4.5: PMP – GIS Link / PMP Mapping

As an enhancement and proactive approach to this project, our staff will create a Pavement-GIS link between MicroPAVER and the City's GIS system and new PMP-GIS layer. Our staff will review, with City staff, all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project. The maps described below will be incorporated into the City's Final PMP report:

- PCI values for every section
- Work History identifications
- 7-yr Arterial / Local Rehabilitation and Slurry Seal Programs
- Functional classification maps



Once the City has approved the Pavement Condition Report, we will update the necessary MicroPAVER - GIS linkages (street names/residential "Tract No." will be shown on all maps).

By using the unique ID's within the PMP and the City's ESRI street shapefile ID's, we will update the one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise as well as sent to OCTA per their 2022 Guidelines.

Deliverable: Complete GIS files/themes based on list above (project .mxd/shapefiles).

TASK 4.6: Stanton MyRoads® PMP Web-Portal

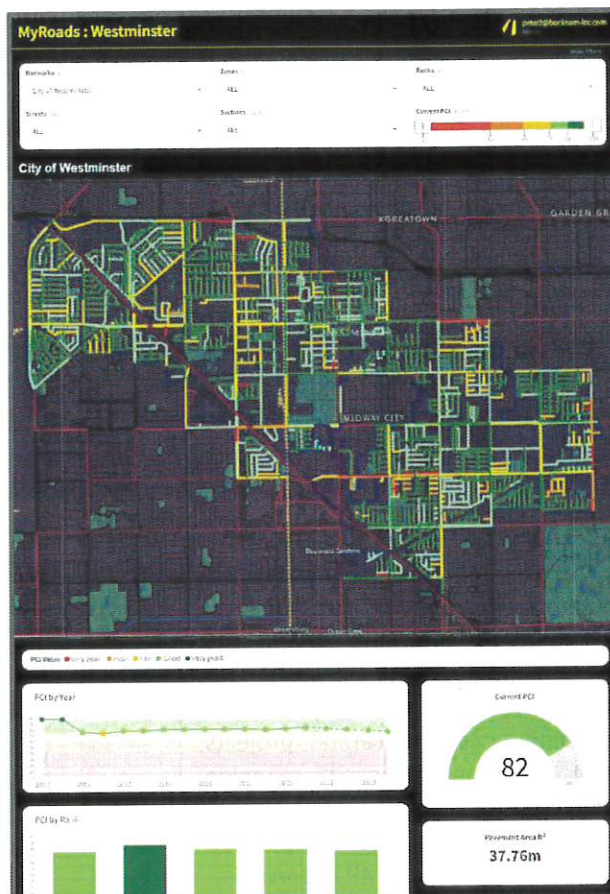
Stanton MyRoads® PMP Web-Portal –

Bucknam's proprietary MyRoads® is a great match for the Stanton PMP today and the future. **Our application brings your PMP data to life within a dynamic PMP dashboard!**

Bucknam now provides all our PMP clients with a unique and agency driven "MyRoads®" web-portal that provides instantaneous access to your pavement management database. This "dashboard" allows users to toggle through individual sections via GIS Lasso map selections, zone queries, rank selection and PCI ranges to review all section metrics, latest/previous inspections, work histories and filtered PCI reports. To cap it off, your selections/queries also generate preliminary engineering costs estimations for slurry, overlay and reconstruction projects and provides you with the predictive PCI as if the work is complete.

Bucknam has shown, your neighbor, the 2022 Westminster MyRoads® account actively working!

This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Stanton PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.



In summary, MyRoads® allows the user perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI
 - Display critical street / sidewalk / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.
- Displays all final GIS project maps (PCI, work history, 7-yr forecasted maintenance, etc.)
- Bucknam will train Stanton staff on the simply use of the MyRoads® dashboard.

Optional Services

TASK 4.7: MicroPAVER / MyRoads® PMP Training

PMP Training (Pro-Bono)

With MicroPAVER use being one of the key components to a successful PMP implementation, we will provide City staff with quality, certified training and the necessary skills needed to maintain the PMP. Bucknam will provide City staff with all collected pavement/GIS data, as well as updated operation manuals for both field data collection and software training use.

Peter Bucknam and Shaun Russo will conduct comprehensive training sessions covering PMP implementation, PMP methodologies, field survey practices, PCI calculations, MicroPAVER/MyRoads® use, editing/updating the database, budget needs analysis, and how to publish PMP data to GIS.

Training typically involves one (1) day of training on the MicroPAVER software and GIS linkages. There is no minimum or maximum amount of people that can be trained under this methodology.

Deliverable: PMP software and field training

TASK 4.8: Automated PMP Survey

As an optional PMP survey approach, Bucknam-RAS will perform the necessary 46.14 miles of pavement inspections through automated data collection / pavement inspections methodologies.

AUTOMATED DATA COLLECTION & PAVEMENT INSPECTION

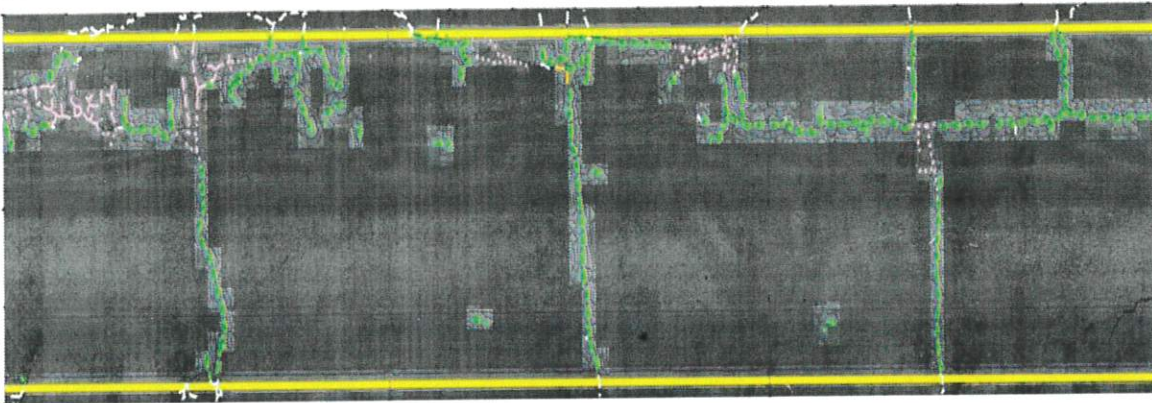
RAS utilizes **Roadway Asset Collection vehicles (RAC)** to complete data collection, pavement inspection and inventory of municipal maintained assets and infrastructure. The RAC vehicle is equipped with cutting edge technology: second-generation Pavemetrics Laser Crack Measurement System (LCMS-2), Point Gray Ladybug 5+ 30MP 360 camera, and a certified



inertial profiler. In addition, high resolution digital images are collected at an interval of 20 feet or less.

The RAC vehicle collects the following pavement condition data items: roughness; rutting; distress density in each zone; total crack length in each zone; alligator cracking; longitudinal cracking; transverse cracking; potholes and patching; and other critical distresses which are needed to provide a modified ASTM D6433 compliant survey. Transverse profiles will be collected using the LCMS-2 system following AASHTO R 88-18, and rut depths shall be calculated in accordance with AASHTO R 87-18. Additionally, the international

roughness index (IRI) and longitudinal profiles will be collected using an inertial profiling system in accordance with AASHTO Standard M328-14, AASHTO R43-13, and AASHTO Standard R56-14.



ROADTRIP™ SOFTWARE - TECHNICAL RATING INTELLIGENCE PROGRAM

After data is collected in the field and uploaded to the office environment, it is imported using the RAS AI enhanced pavement rating tool **Road TRIP™ (Technical Rating Intelligence Program)**. Road TRIP was designed to merge advanced laser-based sensor condition data, quantify individual distress densities, and calculate ASTM D6433 segment level conditions within the software. At this stage, the major data processing tasks also occur, such as generation of right-of-way and pavement image streams; calculation of profile, roughness, rutting, detection of cracks, lane-markings, man-made objects, and other distresses. The automated crack analysis detects cracks which are overlaid on the pavement images and offset to assist with the verification of the detected cracks.



While the **Road TRIP™** software links the sensor data to each section and classifies and measures the distress types, the software also calculates a PCI score following the ASTM D6433 methodology. The individual distress extent and severity data is quantified using ASTM deducts to calculate a 0 to 100 PCI.

RIGHT-OF-WAY ASSET INVENTORY

The Ladybug 5+ spherical 360-degree camera provides precisely located images that are used for asset inventory or feature extraction. The **ROW inventory system** can collect assets such as traffic signs and supports, ADA ramps, sidewalks, crosswalks, curb ramps, curb and gutter, pavement striping and markings, traffic signals, guardrail, hydrants, medians, manholes, etc.



TASK 4.9: Citywide Sidewalk Management Services

Sidewalk Management Program Support

As stated within the RFP, currently the City is under tremendous redevelopment and the quality of street / ROW pavement surfaces is undergoing major changes. With the City continuing its biennial PMP requirement Bucknam will provide optional Sidewalk Management services at a volume-based reduced fee based on the combined PMP and sidewalk survey schedule. Bucknam will initially develop a clear and accurate citywide Sidewalk GIS layer that represents where known sidewalk locations are. This will require Bucknam to digitize sidewalk locations that will be represented by GIS polylines. This first effort will be to update the existing citywide sidewalk polyline layer that will in turn support our sidewalk inspections.

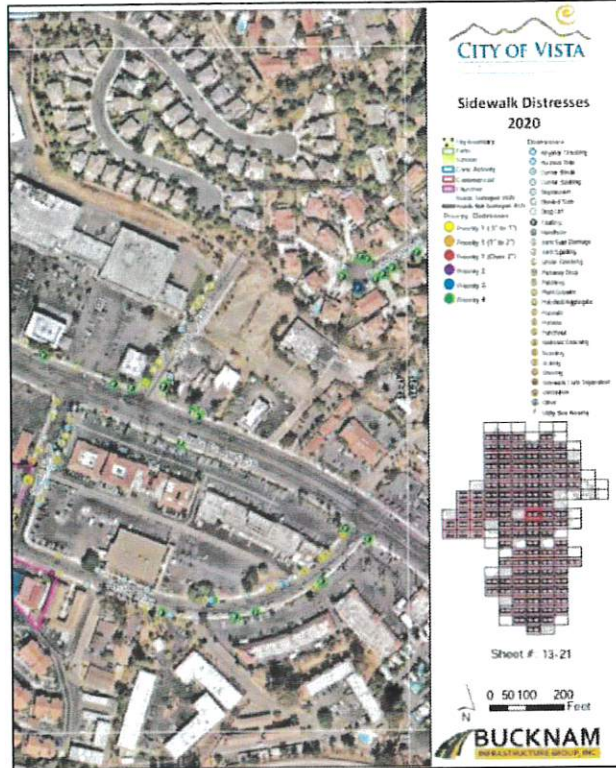
Our staff will utilize the City's available street segmentation data within MicroPAVER to establish the sidewalk segmentation, survey and schedule. Our staff will utilize additional data such as the City's GIS centerline, aerial imagery and other viable GIS data that will assist our sidewalk GIS layer development and field operations.

All sidewalk inventory and distress data will be collected through the use of our hand-held GPS units. Through the use of ArcPad, our Trimble GPS unit utilizes a data capture screen to record all inventory and inspection data define by the scope of work. Once the street/pavement segmentation has been assessed and verified, the inspection of approximately 73 miles of sidewalk segments will be performed (based on 80% of each segment having sidewalk on both sides). Bucknam will coordinate the sidewalk and pavement management surveys together for efficiency.

Based on previous sidewalk management programs performed for various cities, we have provided the list below demonstrating typical layers and attributes collected during sidewalk inspections:

Sidewalk Distresses Attributes / GIS Data

- House Number – House number closest to distress, if applicable;
- Street Name – Street Name;
- Surface Type – i.e. AC, Brick, Paver, PCC;
- Distress Location – sidewalk, C&G, Ramp;
- Vertical displacement – i.e. 1/2" to 1", 1" to 2", 2" or higher
 - Displacement ranges – Defined by City's current Sidewalk Inspection Program (may be changed per discussions with City);
 - Distress Type – i.e. joint faulting, linear cracking, divided slab, buckled slab;
- Sensitive Location – Schools, Parks, City Facilities, etc. Locations to be determined by City Staff;
- Tree – If distress is caused by a tree;
- Utility Box – If distress is caused by a utility box;
 - Utility label/type, if any;
- Length – Length of distress, if applicable;
- Recommended Work – i.e. Grind, Ramp, Replace;
- MicroPAVER ID – Unique ID that corresponds with PMP Street GIS Layer;
- Any hazards or sidewalk damage that may not meet requirements of repair to be noted for future inspections;
- Field notes (if applicable) and inspection date associated with distress priority location;
- Comments – Field for any necessary comments about the distress.



Our use of mobile **GPS Handheld/Tablet units** allows our staff to collect sidewalk data with the City of Stanton's database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management. We can produce Sidewalk GIS Distress locations at any time during the survey for City QC and/or review.

Section Distress and Condition Reporting

At 50% and 100% Bucknam will generate Sidewalk / ADA Ramp Location / Distress Reports for City staff review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

Deliverable: Defined Priority criteria, updated citywide Sidewalk GIS layer, Citywide Sidewalk Distress Reports, Recommended repairs; GIS Distress/Deficiency maps.

Firm Experience and Qualifications



Firm Experience / Qualifications

Bucknam Infrastructure Group, Inc. (est. 2011, S-Corporation) has a full-service office in Southern California and is committed to building stronger relationships with government organizations through frequent communication and team building (our firm is in good financial standing). We build long-term partnerships with agencies that expect and require accuracy, efficiency, and integrity in all aspects of community services. Our experienced staff is committed to ensuring that immediate and long-term goals are met and are a top priority in the development of pavement management, infrastructure management, financial, geographic information systems (GIS), and facility management projects.

Our full-service Infrastructure Management - GIS Division provides comprehensive engineering and infrastructure/GIS management services, as well as database management, pavement / ROW field inspection services, and GIS automation and management. Our staff consists of registered civil engineers; former Director of Public Works-City Engineers and maintenance specialists who can help implement solutions based upon your specific facility/infrastructure needs and will provide assistance through each step of your project.

Our extensive professional service offerings include:

Regarding Pavement Management Programs, our firm is currently assisting 60+ local agencies comply with Orange, LA, SD and Inland Empire County's pavement reporting requirements.

Pavement-CIP Management (PMP)	Public Works Management
Pavement Data Conversion	ADA Self-Evaluation/Transition Planning
Pavement Condition Surveys	GASB 34 Compliance/Reporting
PMP Assessments / Software	Intranet GIS Implementation
PMP/GIS Deliverables	Contract GIS Services
ArcGIS Online Apps / Tool Development	Traffic Control Device / Sign Inventory
Public Right-of-Way Inventories	Maintenance Management Programs
PMP OCTA - Compliance Reporting	Record Retention / Scanning Services
Digital Roadway Imaging / Survey	Utility GIS Services

Regarding Pavement Management Programs, our firm is currently assisting 60+ SoCal local agencies comply with the County pavement reporting requirements. In addition to the extensive knowledge and experience of our infrastructure management professionals, Bucknam provides a broad scope of administrative, inspection, construction management, civil engineering, and GIS services to public agencies. The extensive experience of Bucknam's staff, coupled PMP service to more than 100 cities and other public agencies, assures our clients that the firm is a broad based resource with an understanding of today's infrastructure issues and knows how to provide the necessary solutions to public agencies in today's complex governmental environment.

We bring a wealth of experience to the City through our successful track record, pavement management knowledge through application, and relationship building through trust and adherence to schedule. We look forward to working with you on your project.

Our handpicked management professionals are committed to delivering quality services to the City. **Our office is located in Oceanside, CA 3548 Seagate Way, Suite 230 (11 employees).**

Firm Experience and Qualifications



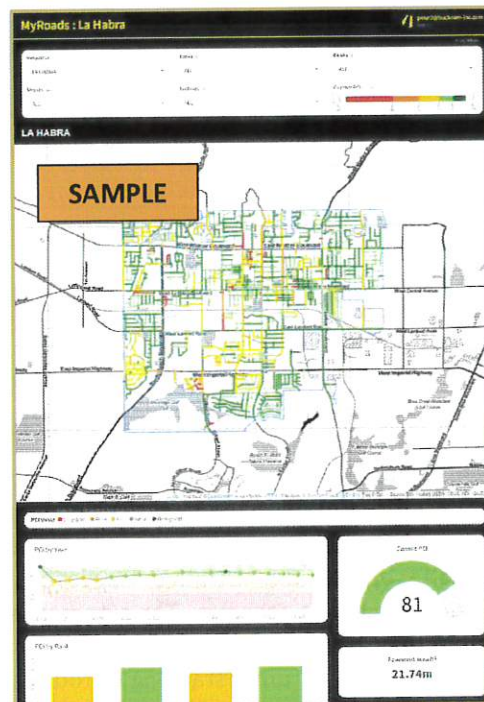
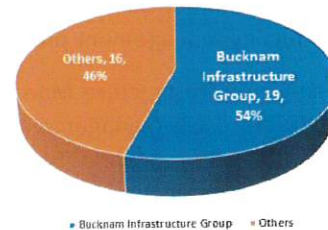
Delineation of Bucknam Infrastructure Group's Strengths

As Bucknam approaches twenty-five (25) years of pavement management experience, our firm is distinct and unique in the fact that we have continued to improve upon our long-term local agency client based throughout Orange County. Building and establishing long-term client relationships through PMP management is a clear delineation of our professional services.

Bucknam's experience and qualifications directly related to this project and other key delineation strengths include:

- Providing PMP services for 19 of the 35 Orange County local agencies in the past two years (54%);
 - Currently under contract with OCTA to perform a 35 local agency, countywide 10-yr Pavement Management Program Study;
- Actively providing PMP services to 27 of the 88 Los Angeles County local agencies in the past two years (31%);
- Bucknam now implements Fuscoe's Cloud-based Artificial Intelligence (AI) Learning Technology to calculate all pavement section AC/PCC LF & SF quantities;
- **Incorporation of MyRoads® – PMP mapping (web-based access/use); requires no GIS software to view your PMP online (See Task 4.6 within Scope of Work, image to the right);**
- Staff / Firm is certified through OCTA for use and management of MicroPAVER
 - Bucknam is ASTM D6433-20 certified through OCTA until June, 2024 for PMP services to local agencies;
- Focused managers / field technicians that perform infrastructure management services at cost-competitive rates and deliver quality products;
- Local presence (Oceanside office) allows our firm to be on-site within an hour to respond to Stanton requests and needs;
- Proven Orange County PMP economic ROI regarding long-term Pavement CIP's recommendations, implementation, maintenance applications and increased PCI's

Bucknam PMP OC Clients (19 of 35)



Relevant PMP Project Experience

The following project experience presents our description of work, its relevance in completing similar projects for numerous other agencies, OCTA Measure M & M2 PMP experience, Prop. A & C, METRO compliance, PMP software training expertise, and the broad knowledge of our pavement project team. Our project team brings over 90 years of public/private engineering and data management experience to the City of Stanton. This includes over 700+ PMP projects covering turn-key projects, simply training of City staff with pavement management methods, County Measure/Proposition compliancy, financial strategies and Capital Improvement Programs.

Mr. Peter Bucknam (PM), is currently working with over half the cities within Orange County, over 40+ Los Angeles County local agencies, seven (7) San Diego County local agencies and twelve San Bernardino/Riverside County cities regarding pavement management projects.

Additionally, Bucknam was selected in September, 2021 by OCTA to perform a 10-year Pavement Management Plan analysis on ALL 35 Orange County local agencies PMP's. This brings a tremendous amount of Orange County/OCTA experience to Stanton!

Currently, our PMP team is assisting nineteen (19) Orange County agencies comply with the OCTA reporting and compliance; these include La Habra, Brea, Costa Mesa, Buena Park, Laguna Hills, Fountain Valley, Huntington Beach, Laguna Woods, Seal Beach, Santa Ana, Laguna Beach, San Juan Capistrano, RSM, Tustin, Westminster, Fullerton, Orange, La Palma and Placentia.

Over the past twenty years, we have worked on numerous projects similar to Stanton's current PMP project. We have listed five (5) similar "long-term" pavement management projects that cover the same task descriptions as listed in your RFP (all use MicroPAVER or StreetSaver and all were managed by our listed Project Management team – See Project Team, Section 3).

1. FY 2001/24 – City of Huntington Beach, "Citywide Pavement Management Program"
2. FY 2021/22 – City of Placentia, "Citywide Pavement Management Program – GIS"
3. FY 1998/23 – City of Fountain Valley, "Citywide Pavement Management Program-GIS"
4. FY 2001/24 – City of Ontario, "Citywide Pavement Management Program-GIS"
5. FY 2013/21 – City of Norwalk, "Citywide Pavement Management Program"

Bucknam Infrastructure Group, Inc.

Citywide Pavement Management Program

City of Huntington Beach (FY 2001-2024) – MicroPAVER

Mr. Dereck Livermore, Maintenance Supervisor – (714) 374-1732

17371 Gothard St, Huntington Beach, CA 92647 dlivermore@surfcity-hb.org

Over the past twenty-one years, our Project Manager (Mr. Peter Bucknam) has overseen/managed twelve (12) biennial PMP projects for the City of Huntington Beach. The City has over 450 miles of streets to maintain and proactive manage and is currently using MicroPAVER.

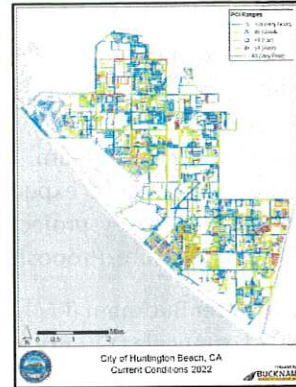
Firm Experience and Qualifications



Bucknam has assisted the City staff with biennial surveys, GIS development and PMP compliance reporting resulting in annual PCI increases and reduction of deferred overlay maintenance.

Bucknam was recently awarded the FY 2022 PMP update where we will be performing 315 miles of survey (MPAH + a portion of their Locals), implementation of MyRoads™ web-portal PMP and the use of IBM-Watson SF calculations for AC / PCC pavements.

Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City's pavement, sidewalk and utility datasets; as well as within Bucknam's MyRoads™ GIS web-portal app.



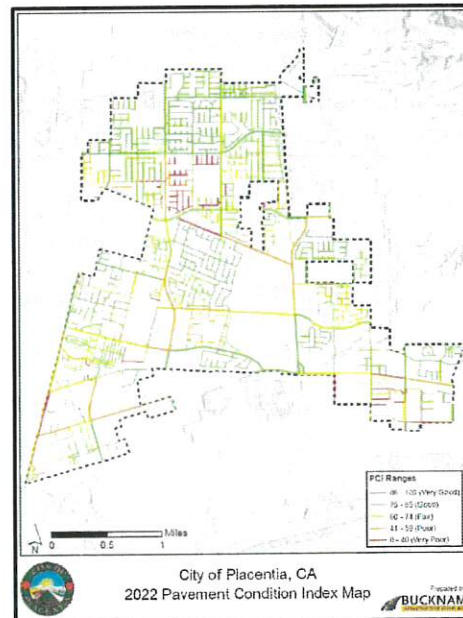
Citywide Pavement Management Program -GIS City of Placentia (2021-2022)

Mr. Luis Estevez, Deputy City Administrator, Public Services & Infrastructure - (714) 993-8120
401 E. Chapman Ave., Placentia, CA 92870 lestevez@placentia.org

In 2022, Bucknam was contracted to perform a citywide pavement management inventory for the City of Placentia. This project consisted off a complete turn-key effort in "re-segmenting" the City's PMP network, validating previous PCI inspection data, performing an ASTM D6433 based survey, updating StreetSaver and GIS integration.

Bucknam's corrected and validated all MPAH and Local street segmentation, published and delivered a common-sense, realistic OCTA Measure M2 compliant report that demonstrated achievable PMP applications / schedules. In working with Public Works staff Bucknam was able to quickly and accurately implement a pavement management program that was well-received by staff.

Additionally, our services included a complete evaluation of the City's PMP budget, short-term and long-term budgetary analysis (Actual, Maintain and Increase PCI budgets) and GIS services that linked the City's StreetSaver data to the City's GIS enterprise.



Since the project completed Bucknam has provided technical and management support services to the PMP.

Firm Experience and Qualifications



Citywide Pavement Management Program

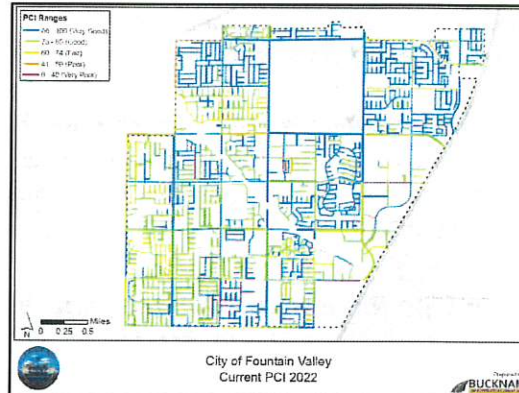
City of Fountain Valley (1998-2023)

Mr. Temo Galvez, Deputy Director/City Engineer – (714) 593-4517

10200 Slater Avenue, Fountain Valley, CA 92708 (temo.galvez@fountainvalley.org)

Mr. Peter Bucknam has managed the City of Fountain Valley's pavement management program for over twenty-four (24) years recently finished the 2022 biennial update for MPAH for Measure M2 compliance.

Over the twenty years Mr. Bucknam has overseen twelve phases of pavement survey, built the City's Pavement-GIS layer and assisted the City in accomplishing the overlay of more than 90% of the City's arterial network. Our team assisted the City in implementing an Intranet ArcServer Intranet GIS to assist the City in managing all its GIS assets.



Our firm converted all pavement data from CarteGraph to MicroPAVER (2005) based on the use of the program from surrounding agencies and its integration into the City's GIS Intranet program.

Residential maintenance zone management is now the focus of the program where our project team is performing survey, coring, and the reorganization of the City's slurry/cape seal zones to create a more attainable, proactive residential maintenance program. Additionally, our staff has performed a citywide arterial and collector pavement management study, sign, catch basin, and curb marking inventory for the City using the Digital Roadway Imaging shown in our scope of work.

Bucknam serves as the City's on-site GIS Program Manager where we support all GIS services within all departments; this contract runs through FY 2023.

Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City's 70+ GIS layers (i.e. traffic signalization, catch basin, manhole, sidewalk, pavement, sign and utility datasets; as well as within Bucknam's MyRoads™ GIS web-portal app.

Citywide Pavement Management Program-GIS

City of Ontario (2001 thru 2024)

Mr. Tricia Espinoza, CIP Engineering – (909) 395-2188

303 East "B" Street, Ontario, CA 91764 (tespinoza@ontarioca.gov)

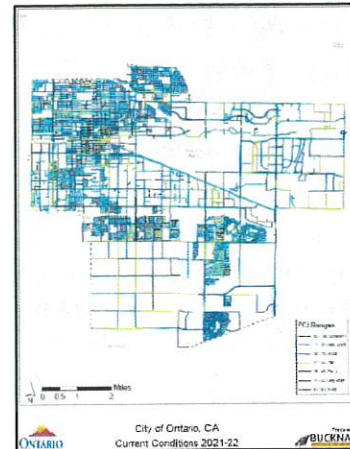
Bucknam has been working with the City of Ontario and its PMP since 2001; this covers over fourteen phases of inspection (all MicroPAVER), reporting and GIS management. Our services cover annual pavement inspections, CIP/maintenance budget analysis and reporting.

Firm Experience and Qualifications



Over the past twenty years our services have assisted the City in increasing their overall weighted PCI from the low 60's to the high 70's. The City includes almost 600+ miles of streets. Our Project Manager has worked with the City since 2001 and has worked with five different City project managers in regard to the PMP; this trust comes from our adherence to project deliveries, cost management and proactive PMP goals. Bucknam is now under a five-year contract until FY 2024.

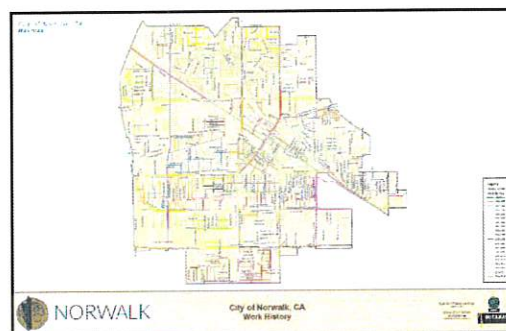
Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City's pavement and utility datasets; as well as within Bucknam's MyRoads™ GIS web-portal app.



Citywide Pavement Management Program City of Norwalk (2013-2021)

Mr. Glen Kau, Director of Public Services - (562) 929-5700
12700 Norwalk Boulevard, Norwalk, CA 90650 gkau@norwalkca.gov

In 2013, Bucknam was contracted to perform a citywide pavement management inventory for the City of Norwalk. This project consisted off a complete turn-key effort in "re-segmenting" the City's PMP network, converting previous PCI inspection data, performing an ASTM D6433 based survey, implementation of MicroPAVER and GIS integration. Bucknam utilized our conventional walking survey methodology to collect all necessary street conditional data and completed our PCI condition assessments.



In working with Public Services staff Bucknam was able to quickly and accurately implement a pavement management program that was well-received by staff.

Additionally, our services included a complete evaluation of the City's PMP budget, short-term and long-term budgetary analysis (Actual, Maintain and Recommended budgets) and GIS services that linked the City's MicroPAVER database to the City's GIS enterprise.

Since the project completed Bucknam has provided technical and management support services to the PMP. Bucknam was recently selected in 2020 to perform another citywide PMP update. Mr. Peter Bucknam serves as PMP Project Manager for Norwalk.

Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City's pavement, sign and utility datasets; as well as within Bucknam's MyRoads™ GIS web-portal app.

Firm Experience and Qualifications



Additional local agencies our project manager and staff have worked with over the past ten years regarding Pavement Management Programs:

Previous / Current Pavement Management Program Clients (FY 2004-2022)		
City of Santa Ana	City of El Segundo	City of Westminster
City of Temecula	City of Sierra Madre	City of San Clemente
City of Burbank	City of Alhambra	City of Beverly Hills
City of Pico Rivera	City of Yorba Linda	City of Santa Barbara
City of Los Alamitos	City of Tustin	City of Palmdale
City of Stanton	City of Rancho Palos Verdes	City of Arcadia
City of Culver City	City of Moreno Valley	City of Huntington Park
City of Carlsbad	City of Cypress	City of La Habra
City of Costa Mesa	City of Diamond Bar	City of Lomita
City of La Habra Heights	City of Lake Elsinore	City of Cathedral City
City of National City	City of Orange	City of Palm Desert
City of Norwalk	OCSD	City of Santee
City of Pomona	OCTA	City of Solana Beach

Proposed Team



Project Team – Key Staff

The Bucknam pavement management team's local agency expertise is demonstrated through:

- ❖ Our experience of managing pavement projects over the past twenty-four (24) years;
- ❖ Assisting cities comply with County PMP Propositions/Measures;
- ❖ Implementing MicroPAVER throughout Southern California;
- ❖ Extensive Orange, Los Angeles, Riverside, San Diego and Inland Empire PMP project management experience;
- ❖ Our understanding of public works projects from the "city/agency" side through City Engineer and Public Works Director experience;
- ❖ Implementing a realistic, proactive and sustainable PMP methodology that matches your agencies needs and goals.

Bucknam will bring our extensive experience to the City of Stanton by building upon our knowledge and understanding of your PMP goals. Mr. Bucknam's pavement team includes eleven (11) dedicated, qualified managers and field technicians that have served under his management for over twenty years on PMP projects. His team of inspectors will update your PMP through sound Army Corps of Engineers – MicroPAVER inspection methodologies. Mr. Bucknam's experience covers the management and implementation of infrastructure management programs that exceeds 58,850 miles of pavement for more than 100 cities and 700+ PMP projects.

No key person designated to this project will be removed or replaced w/o prior written consent from the Agency

Based on the scope of work related to this project, our team brings a tremendous amount of experience to the City regarding field in-house training on MicroPAVER/MyRoads®, innovative survey methodologies (i.e. Tablet-based walking/windshield and/or automated digital roadway imaging). We bring you our wealth of experience through projects, pavement application knowledge and relationship building through trust and adherence to schedule.

Bucknam – Key Project Team / Experience

PETER BUCKNAM, Project Manager, will be responsible for the day-to-day management, daily performance of the project, conditional review and provide budgetary modeling / analysis. He has managed 700+ pavement management projects over the past 24 years in the Southern California region and will be the Project Manager for Stanton's PMP project. Within this time he has served as project manager for seventy agencies in the Southern California. Peter is committed to the project from the receipt of the notice-to-proceed through completion and furthermore he is a PMS software trainer on MicroPAVER/StreetSaver and performed numerous training sessions for local agencies. He has performed over 50 training workshops covering software's such as MicroPAVER, StreetSaver and CarteGraph. Our niche team of PMP experts allows our Project Manager and staff to survey the network in five (5) weeks and deliver the Final PMP Report prior to the Agency's deadline.

He brings his expertise to cities through converting, implementing, updating, and enhancing pavement management programs; this covers 20+ years (14 with Bucknam Infrastructure Group, 5 with Bucknam &

Proposed Team



Associates and 5 with Berryman and Henigar). For example, Mr. Bucknam is currently assessing and providing a 10-yr Pavement Management Plan for the OCTA which covers all 35 local agencies datasets, PCI evaluations, unit cost/annual revenue allocations and GIS; a Countywide evaluation that will project PMP needs for each agency and the County itself through 2032!

Mr. Bucknam will bring new, fresh and proactive recommendations to this project and will identify realistic program management and fiscal goals to assist the Agency in its upcoming CIP. Stanton will receive recommendations that are sound and achievable, rather than timid or unrealistic.

STEVE BUCKNAM, P.E., Principal, will be responsible for the overall performance of the project and provide quality assurance review. **Mr. Steve Bucknam is a licensed Civil Engineer (LIC #20903) and will oversee all tasks for this project.** Mr. Bucknam is a former Deputy City Manager for Public Works and City Engineer of Norwalk, and City Engineer in Arcadia and Pacifica, California. He has over 45 years of professional experience and has managed street maintenance, reconstruction and improvement programs.

AARON SUTTON, GIS Manager, will oversee all GIS and PMS data migration prior and during the project. He drives all GIS creation, PMS mapping, editing and deliverables for the project and is our key staffer for the ArcGIS Online web-hosting services that we provide. Mr. Sutton has been involved with over 70 pavement management projects within San Bernardino, Riverside, LA, San Diego and Orange counties.

LINDA WILLIAMS, GIS Analyst, will be a supportive GIS Analyst for this project. Her responsibilities will include data population, quality control, and working with our management staff ensuring the GIS work activities are complete and delivered proactively.

SHAUN RUSSO, Senior Technician, will be the lead field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. He has been involved with over 87 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Shaun is a certified OCTA/ASTM D6433-20 inspector.**

TIM FENNESSY, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. He has been involved with over 60 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Tim is a certified OCTA/ASTM D6433-20 inspector.**

AARON COHODAS, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. Mr. Cohodas has been involved with over 75 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Aaron is a certified OCTA/ASTM D6433-20 inspector.**

Proposed Team

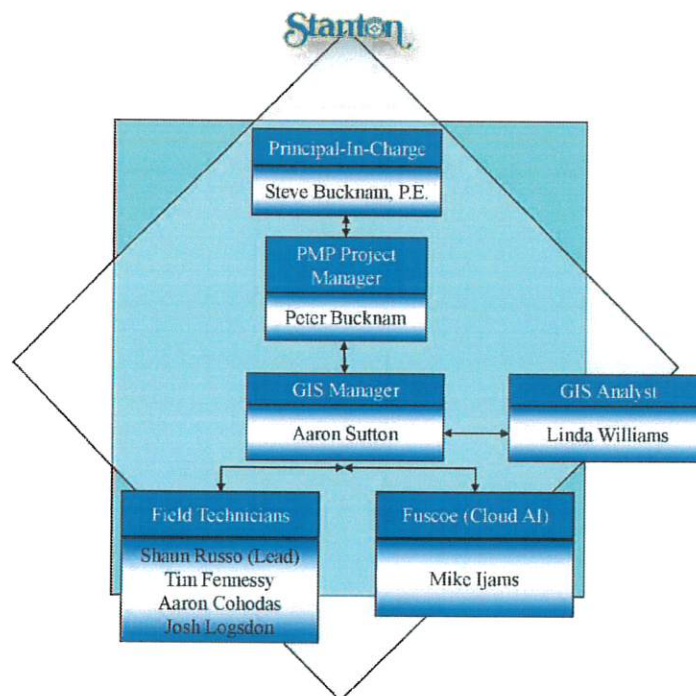


With five technicians on this project that are trained in the Army Corps of Engineers survey methodology and available to begin work immediately; our survey schedule will be expedited.

Our team will be able to survey the entire 46.14 miles of pavement within three (3) weeks' time due to our familiarity with the Stanton PMP network, experience, availability and man-power.

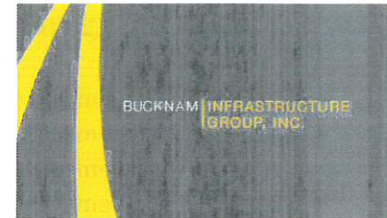
In case of heavy rain that can potentially delay scheduled street inspections, our team includes two (2) additional certified PMP inspectors that can be added to our Field Technician team above, if necessary.

Team Organization Chart



Team Resumes on the following pages

Peter J. Bucknam / Project Manager
Director of Infrastructure Management – GIS



EDUCATION

B.A., Geography – Urban Planning, San Diego State University, 1997

PROFESSIONAL DATA

Member, American Public Works Association

Member, Maintenance Superintendents Association

Chair, Transportation Committee, Inland Empire Report Card (ASCE) – 2005/06 & 2008/09

Co-Chair, Member APWA Committee for Street and Technology 2003-2015

Certificate of Professional Development – ASTM D6433-18; MicroPAVER

Certificate of Completion – OCTA MicroPAVER / StreetSaver Distress Training (2011 thru 2022)

NASSCO – Certificate, National Pipeline Assessment Certification Program (PACP)

QUALIFICATIONS / EXPERIENCE OVERVIEW

Peter Bucknam is an expert in infrastructure project management, pavement management-training, planning, resource management, implementation and program management. He has over twenty years' experience in the area of Geographic Information Systems and infrastructure asset management. Mr. Bucknam has managed a wide range of infrastructure project tasks including the collection and input of infrastructure survey data, preparation of Public Works capital improvement program projections and reports, infrastructure/software needs assessments, GIS/GPS data collection, data conversion and quality control.

Mr. Bucknam has performed infrastructure management services to over 70+ local agencies and is currently serving as project manager for numerous pavement management programs throughout Southern California. He has personally served as project manager for 700+ PMP projects throughout Riverside, San Bernardino, San Diego, Orange and Los Angeles counties. He has worked with over 12 Inland Empire County cities, 30 Los Angeles cities and he is currently working with 19 of the 34 Orange County agencies regarding Measure M2 MicroPAVER/StreetSaver compliance.

His project level and management experience covers: pavement/sidewalk management, Traffic Control Device Inventories (TCDI), GIS implementation, Traffic Signal surveys, Right-of-Way (ROW) surveys, and ADA survey/compliance. In managing over 700+ infrastructure projects in the past twenty-four years, Mr. Bucknam has used a diverse amount of software to assist local agencies implement infrastructure management programs and GIS Enterprises. These programs include MicroPAVER, MTC StreetSaver, LambdaTech's GPSVision, CartéGraph, ESRI products, Crossroads, Lucity, Energov, Spillman, GBA Master Series, and MapInfo.

Prior to joining *Bucknam Infrastructure Group, Inc.*, Mr. Bucknam served as Director of Infrastructure Management-GIS with an Engineering consulting firm where he managed numerous public works infrastructure/ROW projects ranging from surveying, maintenance life-cycles, cost & benefit analysis, financing and construction cost estimating. This included researching, surveying, converting and implementing multiple phase pavement management projects which provided better management practices, data efficiencies and GIS functionality within local governments and maintenance facilities. In addition, he provided technical (software) support for the on-going citywide PMS projects as well as developing capital improvement plans/budgets for integrating Tablet-GIS data management functionality into future maintenance efforts.

SAMPLE OF PETER BUCKNAM'S PROJECT MANAGEMENT EXPERIENCE (1997-2022)

- 2022-26 Pavement Management Program, City of Indian Wells
- 2022 Pavement Management Program, City of Ontario
- 2022-27 Pavement Management Program, City of Fullerton
- 2022 Pavement Management Program, City of Lakewood
- 2022 Pavement Management Program, City of Commerce
- 2022 Pavement Management Program, City of Lynwood
- 2022 Pavement Management Program, City of Monrovia
- 2022 Pavement Management Program, City of Covina
- 2022 Pavement Management Program, City of La Habra Heights
- 2022 Pavement Management Program, City of Laguna Hills
- 2022 GIS Enterprise Support Services, City of Alhambra
- 2022 GIS Enterprise Support Services, City of Big Bear Lake
- 2022 Pavement Management Program, City of Big Bear Lake
- 2022 Pavement Management Program, City of Rialto
- 2022 Pavement Management Program, City of Vista
- 2022 GIS Enterprise Support Services, City of Fountain Valley
- 2022 Pavement Management Program, City of Rancho Santa Margarita
- 2022 Pavement Management Program, City of El Segundo
- 2022 Sign Inventory Program, City of Norwalk
- 2022 Pavement Management Program, City of La Palma
- 2022 Pavement Management Program, City of Laguna Woods
- 2022 GIS Enterprise Support Services, City of Duarte
- 2022 Pavement Management Program, City of Culver City
- 2022 Pavement Management Program, City of Pomona
- 2022 Pavement Management Program, City of Westminster
- 2022 Sign Inventory Program, City of Tustin
- 2022 Pavement Management Program, City of Placentia
- 2022 Pavement Management Program, City of Buena Park
- 2022 Pavement Management Program, City of Huntington Beach
- 2022 Pavement Management Program, City of Rancho Palos Verdes
- 2022 Pavement Management Program, City of Laguna Beach
- 2022 Pavement Management Program, City of Signal Hill
- 2022 Pavement Management Program, City of Seal Beach
- 2022 Pavement Management Program, Inland Empire Utilities Agency
- 2022 Pavement Management Program, City of Costa Mesa
- 2021 Pavement Management Program, City of Lawndale
- 2021 Pavement Management Program, City of Monterey Park
- 2021 Pavement Management Program, City of Santa Ana
- 2021 OCTA Pavement Management Plan (10 Year Study – OCTA)
- 2021 Pavement Management Program, City of Lake Elsinore
- 2021 Pavement Management Program, City of Bellflower
- 2021 Pavement Management Program, City of Indian Wells
- 2021 Pavement Management Program, City of Solana Beach
- 2021 Pavement Management Program, City of Barstow
- 2021 Sign Inventory Program, City of Norwalk

- 2021 Pavement Management Program, City of San Juan Capistrano
- 2021 Pavement Management Program, City of La Habra
- 2021 Pavement Management Program, City of Gardena
- 2021 Pavement Management Program, City of Menifee
- 2021 Pavement Management Program, City of Duarte
- 2020 Pavement Management Program, City of Pomona
- 2020 Pavement Management Program, City of Covina
- 2020 Pavement Management Program, City of Redlands
- 2020 Pavement Management Program, City of Lomita
- 2020 Sign / Pavement Management Programs, City of National City
- 2020 Sign / Pavement Management Programs, City of Murrieta
- 2020 Pavement Management Program, City of Brea
- 2020 Pavement Management Program, City of Tustin
- 2020 Pavement Management Program, City of Compton
- 2020 Pavement Management Program, La Cresta HOA, Temecula
- 2020 Pavement Management Program, City of Glendora
- 2020 Pavement Management Program, City of La Palma
- 2020 Pavement Management Program, City of Laguna Beach
- 2020 Pavement Management Program, City of Sierra Madre
- 2020 Sidewalk / Pavement Management Programs, City of Lynwood
- 2020 Pavement Management Program, City of Alhambra
- 2020 Pavement Management Program, Inland Empire Utilities Agency
- 2020-25 Pavement Management Program, City of Orange
- 2020-22 Pavement Management Program, City of Fullerton
- 2020 Pavement Management Program, City of Ontario
- 2020 Pavement Management Program, City of Huntington Beach
- 2020 Pavement Management Program, City of La Verne
- 2020 Pavement Management Program, City of Monrovia
- 2020 Pavement Management Program, City of Norwalk
- 2020 Sign Inventory Program, City of Aliso Viejo
- 2020 Pavement Management Program, City of South Pasadena
- 2020 Pavement Management Program, City of Westminster
- 2019 Pavement Management Program, City of Rialto
- 2019 Pavement Management Program, City of Palmdale
- 2019 Pavement Management Program, City of El Segundo

C. Stephen Bucknam, Jr., P.E., Principal-in-Charge

EDUCATION

B.S., Civil Engineering, Loyola University of Los Angeles, 1967

M.S., Environmental Engineering, Loyola University of Los Angeles, 1972



PROFESSIONAL DATA

Registered Professional Engineer, States of California (No.20903) and Washington (No.17310)

California State Community College Teaching Credential

Fellow, American Society of Civil Engineers

Former, City Engineer, Deputy City Manager, City of Norwalk

Member, Board of Directors – Urban Water Institute

Life Member, American Public Works Association

Member, Water Environment Foundation

Member, University of California Irvine, Civil & Environmental Engineering Affiliates

Honorary Member, Chi Epsilon

EXPERIENCE OVERVIEW

Over forty years' experience in the administration, management, planning, design and construction management of public works and development programs and projects including: water and wastewater projects, pavement management programs, transportation, drainage, including: program management, master planning, infrastructure planning and maintenance programming, environmental studies, street, highway, alley, storm drain, water and sewer system design, rate studies, emergency planning, facilities design, groundwater studies, wells, reservoirs, site studies, pump stations, lift stations, intergovernmental negotiations and agreements, hydrology, treatment facilities, building design, grants, regulatory permitting, system appraisals, R/W negotiations, acquisitions and documentation, project management, production control, operations studies, capital improvement programming and budgeting, hydroelectric projects, underground utilities, assessment districts, surveying, mapping, legal testimony to public boards, commissions and councils, and direction of technical advisory committees to joint powers agencies and water districts.

Transportation / Streets – Highways - Traffic

Served as Contract City Engineer for the City of Arcadia responsible for long range advanced planning of the City's transportation engineering program. Directed the preparation of the City's Transportation Master Plan which identified, consistent with the City's General Plan the transportation related needs under these requirements so of AB 1600 nexus constraints.

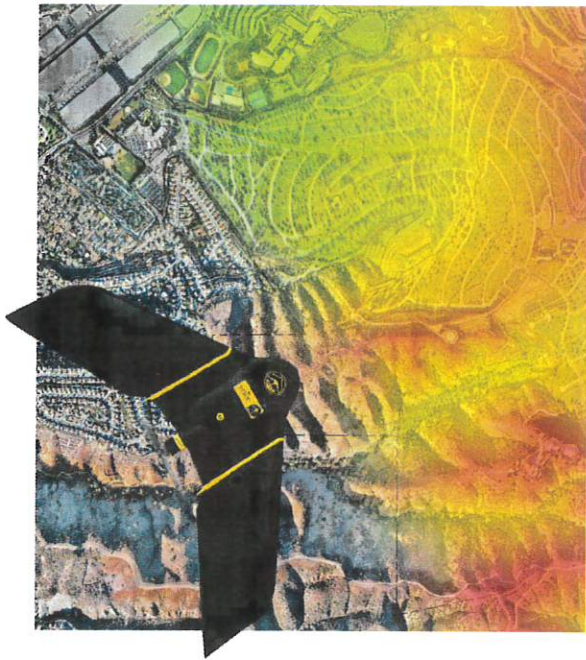
Acted as Principal in charge over a Pacific Coast Highway (SR-1)/Newport Boulevard (SR-55) interchange, City of Newport Beach. Project involves a study of various alternatives, conventional and unconventional, for improvements to the existing interchange.

Restraints include limited right-of-way, environmental challenges (e.g., Newport channel bridge widening, "Arches" liquor store and restaurant property acquisition, and existing bridge aesthetics), and potential hazardous waste issues. Alternatives were evaluated and selected to include in the PSR. Included project coordination with various agencies and sub consultants, and oversight of concept geometries, cost estimating, and report preparation.

Conceptual study, Project Study Report, and Project Report for I-710/Firestone Boulevard interchange modification and Firestone Boulevard improvements for City of South Gate. Also involved a feasibility study which included preparation of a traffic study, conceptual plans for several types of interchanges, construction cost estimates, and preliminary Caltrans Project Study Report. Prepared ISTEA National Highway System funding application for authorization and appropriation. Coordination with Caltrans District 7.

Mr. Bucknam has served as the working Principal / Civil Engineer for all pavement management related projects that Bucknam has performed. This includes projects listed below:

- 2022-26 Pavement Management Program, City of Indian Wells
- 2022 Pavement Management Program, City of Ontario
- 2022 Pavement Management Program, City of Lakewood
- 2022 Pavement Management Program, City of Commerce
- 2022 Pavement Management Program, City of Lynwood
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- 2022 Pavement Management Program, City of Rancho Santa Margarita
- 2022 Pavement Management Program, City of El Segundo
- 2022 Sign Inventory Program, City of Norwalk
- 2022 Pavement Management Program, City of La Palma
- 2022 Pavement Management Program, City of Laguna Woods
- 2022 GIS Enterprise Support Services, City of Duarte
- 2022 Pavement Management Program, City of Culver City
- 2022 Pavement Management Program, City of Pomona
- 2022 Pavement Management Program, City of Westminster
- 2022 Sign Inventory Program, City of Tustin
- 2022 Pavement Management Program, City of Placentia
- 2022 Pavement Management Program, City of Buena Park
- 2022 Pavement Management Program, City of Huntington Beach
- 2022 Pavement Management Program, City of Rancho Palos Verdes
- 2022 Pavement Management Program, City of Laguna Beach
- 2022 Pavement Management Program, City of Signal Hill
- 2022 Pavement Management Program, City of Seal Beach
- 2022 Pavement Management Program, Inland Empire Utilities Agency
- 2022 Pavement Management Program, City of Costa Mesa
- 2021 Pavement Management Program, City of Lawndale
- 2021 Pavement Management Program, City of Monterey Park
- 2021 Pavement Management Program, City of Santa Ana
- 2021 Pavement Management Program, City of Lake Elsinore



EDUCATION

- ▶ BA, Geography
California State University Fullerton

REGISTRATIONS/CERTIFICATIONS

- ▶ GIS Instructor, Santiago Canyon College
- ▶ GIS Advisor, USGBC LEED Regionalization, Pacific Chapter
- ▶ FAA Remote Pilot - sUAS
- ▶ FAA Section 333 UAV Exemption
- ▶ FAA Sport Pilot License (pending)

AFFILIATIONS

- ▶ Association for Unmanned Vehicle Systems International (AUVSI)

PATENTS

- ▶ US Patent No. US 10,297,074 B2
Three-Dimensional Modeling from Optical Capture

FEI TEAM MEMBER SINCE 2004

MIKE IJAMS

Geospatial Technology Manager | Irvine, CA

Mike brings a unique cross section of skills, expertise and innovation as the leader of Fuscoe's GIS & Technology team, which provides specialized services that enhance and complement Fuscoe's civil engineering work. An avid aviator, Mike spearheaded Fuscoe's UAV drone program which captures aerial imagery and processes it into 3D point cloud and topographic surveys. In addition to drone services, Mike's main specialties are Geographic Information Systems and 3D visualization. He uses both to facilitate communication between designers, clients and the public, and to clarify design intent, resulting in streamlined project approval. Mike's relevant project work includes:

- **Rancho Guejito Aerial Tree Survey** - UAV aerial tree survey of 23,000 acres in San Diego County. Artificial Intelligence is being used to assess, count and sort trees and classify special vegetation.
- **City of Lake Forest Street Pavement Assessment** - Fuscoe provided image capture and processing of arterial streets in Lake Forest. Artificial intelligence was used to analyze and identify street pavement conditions. This technology helped the City to prioritize and plan annual street maintenance.
- **Fairmont Miramar Hotel Revitalization, Engineering & Tree Survey** - Fuscoe provided civil engineering, UAV tree/inventory survey, topographic and site surveys, GIS documentation and EIR support. FEI provided UAV 3D Point Cloud imagery of trees, gardens, pools, buildings and surrounding neighborhood.
- **Rancho Mission Viejo PA3 Cow Camp Road Aerial Survey** - Fuscoe provided UAV aerial surveys to help visualize Planning Area 3, the newest ranch-oriented community.
- **Newland Sierra 3D Model & View Simulation** - Fuscoe provided a 3D model and view simulation video of the proposed residential master planned community to help build community consensus.

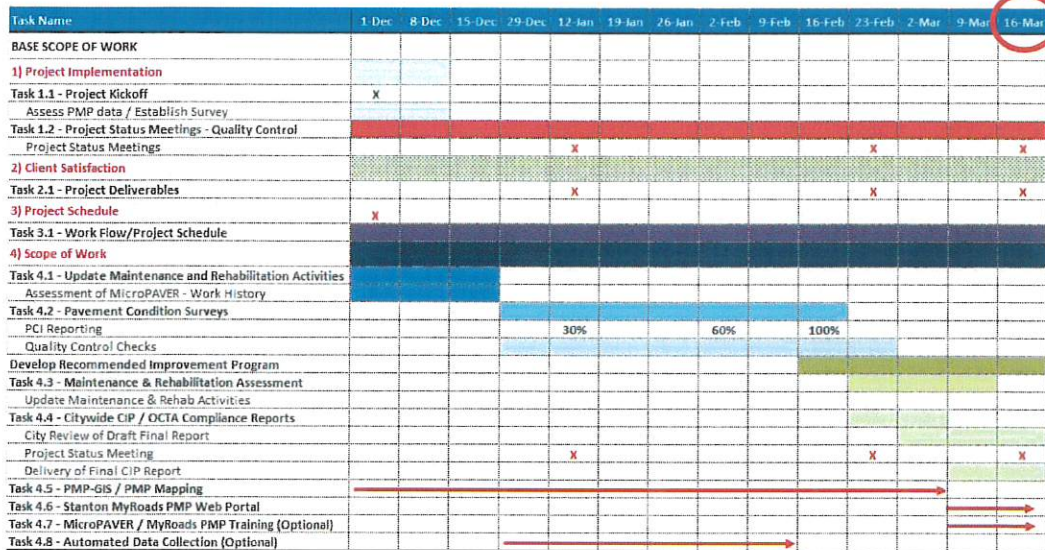
Additionally, Mike has applied our technology services to numerous projects including, Villas at Fashion Island (monitor and document monthly progress of apartment construction in Newport Center in ultra-high definition 4K video); ARDA Veteran's Cemetery Site Feasibility (video simulation); St. Mary's College Campus Master Plan (topographic survey and aerial imagery), among others. He also established a web-based GIS and file system for the City of Yorba Linda following the Freeway Fire and mudslides.

Mike was instrumental in obtaining Fuscoe's 2019 technology patent. Fuscoe patented its exclusive Three-Dimensional Modeling from Optical Capture. He also served as a Santiago Canyon College instructor, where he taught an Introduction to GIS as part of the College's Survey and Mapping Sciences curriculum.

full circle thinking®

Schedule

Our Critical Path Method (CPM) project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Our Project Manager will oversee all aspects of the project schedule including annual accountability, adjustment and management as well as support the project schedule and management through weekly updates and internal project meetings.



See key "annual" milestone dates from the project schedule above:

- PMP Project Kickoff – November 1, 2022
- Survey Start and Completion – December, 2022 thru February, 2023
- Delivery of draft PMP – late February, 2023
- City comments returned to Consultant – late February, 2023
- Delivery of City CIP Final Report – early March, 2023
 - Cathedral City CIP data/Final Report, reporting and revenue projections will be submitted by mid-March, 2023
- Implementation of PMP software/database – Any time after acceptance of Final PMP
- All pavement and GIS data pertinent to the project deliverables will be submitted with the Final PMP report, March, 2023

Required Forms

Per the City's RFP, Bucknam has provided the following signed forms:

- Appendix A – Proposal Acknowledgement Form



EXHIBIT A

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) 402, if any.

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



Original Signature by Authorized
Officer/Agent

45-2723602

Vendor's Tax ID Number (FEIN)

PETER BUCKNAM

Type/Print Name of Signatory

BUCKNAM INFRASTRUCTURE GROUP

Company Name

PRESIDENT

Title

760-216-6529

Phone Number

3548 SARGENT WAY, STE 230

Consultant Mailing Address

Fax Number

Form of Business (mark one of the
following):

WWW.BUCKNAM-INC.COM

Website Address

☐ Sole Proprietor/Individual

PETER@BUCKNAM-INC.COM

E-mail Address

☐ Partnership

☒ Corporation

☐ Limited Liability Company (LLC)

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

Fee Proposal

Bucknam Infrastructure Group, Inc. has included a time & materials, not-to-exceed proposed fee for the City's consideration (separate envelope). Our fee follows the described tasks shown within the Scope of Work; Hourly Rate Schedule enclosed as well.

Bucknam is willing to "lock-in" our current hourly rate schedule for the City's two-year contract term.

As indicated within our fee, all tasks are negotiable.

Fee Proposal



Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 295
Senior Project Manager	215
Senior Engineer / Planner	195
Construction Manager	195
Pavement Management Project Manager	195
Management Analyst	170
Project Engineer / Planner	160
Sr. Engineer / GIS Manager / Sr. Inspector	150
Assistant Engineer / Sr. Technician / GIS Analyst / Inspector	140
CADD Operator	110
Administrative Assistant	105
Field Technician	98
Clerical / Word Processing	85
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$0.72/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 1/1/22



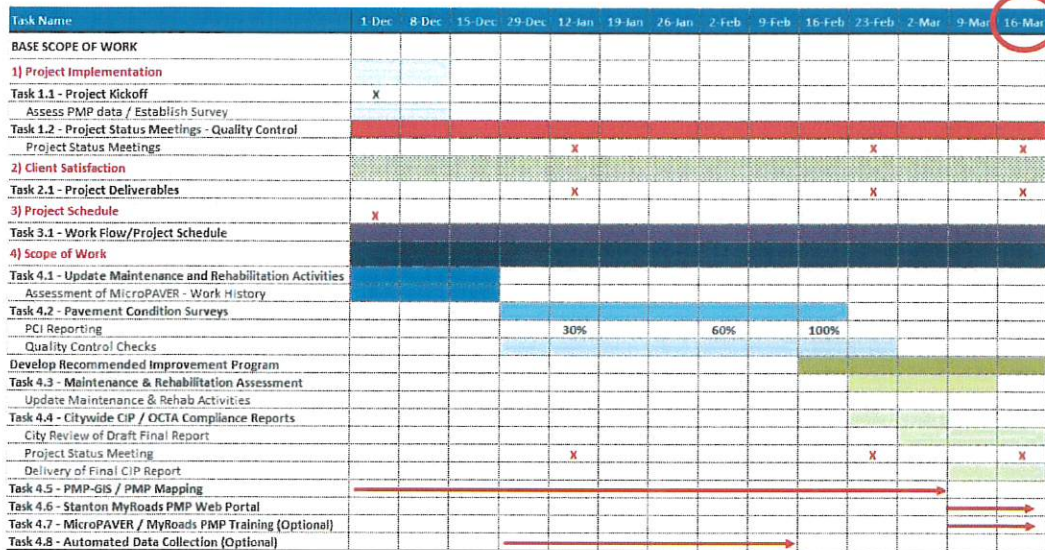
BUCKNAM
INFRASTRUCTURE GROUP, INC

3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

EXHIBIT “B”
SCHEDULE OF SERVICES

Schedule

Our Critical Path Method (CPM) project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Our Project Manager will oversee all aspects of the project schedule including annual accountability, adjustment and management as well as support the project schedule and management through weekly updates and internal project meetings.



See key "annual" milestone dates from the project schedule above:

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- Implementation of PMP software/database – Any time after acceptance of Final PMP
- All pavement and GIS data pertinent to the project deliverables will be submitted with the Final PMP report, March, 2023

EXHIBIT “C”
COMPENSATION

CITY OF STANTON, CA
2023 Update of Pavement Management Plan (PMP)
Fee Proposal - October 20, 2022

	Description	Principal	Project Manager	GIS Manager	Senior Technician	Field Technician(s)	Admin	Total by Task
	2023 Base Fee	\$295/hr	\$195/hr	\$150/hr	\$140/hr	\$98/hr	\$85/hr	
Task 1	Project Implementation							
Task 1.1	Project Kickoff		1		1			\$335
Task 1.2	Project Status Meetings - Quality Control		3		3	8		\$1,789
Task 2	Client Satisfaction							
Task 2.1	Project Deliverables	1	1	2	3		1	\$1,295
Task 3	Project Schedule							
Task 3.1	Work Flow / Project Schedule		2		2	2		\$866
Task 4	Scope of Work							
Task 4.1	Update Maintenance and Rehabilitation Activities		1		2	6		\$1,063
Task 4.2	Pavement Condition Surveys							
Task 4.2a	AI SF Calculation of AC/PCC segments							\$2,550
	MPAH - Local PMP surveys (approx. 46.14 miles)		4		12	56		\$7,948
Task 4.3	Maintenance and Rehabilitation Assessment / Priorities		2		2			\$670
Task 4.4	Citywide CIP / OCTA Compliance Reports	1	18		4		1	\$4,450
Task 4.5	PMP - GIS Link / PMP Mapping		1	2	4			\$1,055
Task 4.6	Stanton MyRoads PMP Web-Portal							\$800
	Reimbursables (mileage, printing, materials)							\$975
	All deliverables will become property of the City of Stanton							
	All Tasks are negotiable							
	Total Hours per Staff	2	33	4	33	72	2	
	2023 Total Base Fee	\$ 590	\$ 6,435	\$ 600	\$ 4,620	\$ 7,056	\$ 170	\$23,796
	Optional Services							
Task 4.7	MicroPAVER / MyRoads Training (Pro Bono)							\$0
Task 4.8	Automated PMP Survey							TBD
Task 4.9	Citywide Sidewalk Management Services (approx. 73 miles of sidewalks)							TBD
Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.								

***Notes / Assumptions:**

All Tasks - Bucknam will utilize City's MicroPAVER license for project tasks

Task 4.2 - Bucknam will utilize minimum 20% sampling rate during surveys

All Tasks - Bucknam and inspectors are qualified through ASTM D64333 / OCTA until FY 2024

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

**SUBJECT: RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS
PURSUANT TO AB 361**

REPORT IN BRIEF:

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

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. Reconsider the circumstances of the state of emergency; and
3. Find that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

BACKGROUND:

On October 26, 2021, City Council adopted Resolution 2021-34, which authorized City staff to conduct remote teleconference meetings of the City Council, Committees, and Commissions under the provisions of AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)). 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:

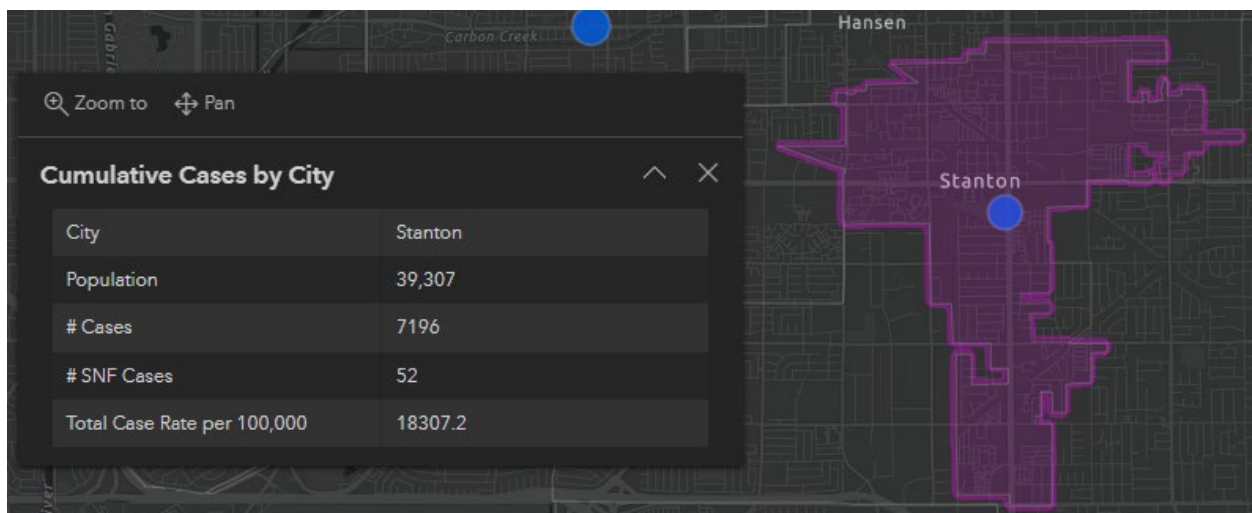
- The state of emergency continues to directly impact the ability of the members to meet safely in person, or
- State or local officials continue to impose or recommend measures to promote social distancing.

If neither of the two finding options can be made by majority vote, the City Council, Committees, and Commissions will no longer be able to continue holding public meetings by teleconference without compliance to the Ralph M. Brown Act's Section 54953(b)(3). Section 54953(b)(3) imposes notice and access requirements for public meetings conducted via teleconference. Such requirements include identifying in the meeting notice and agenda the teleconference location of each member of the legislative body participating in the meeting and ensuring that each teleconference location be accessible to the public.

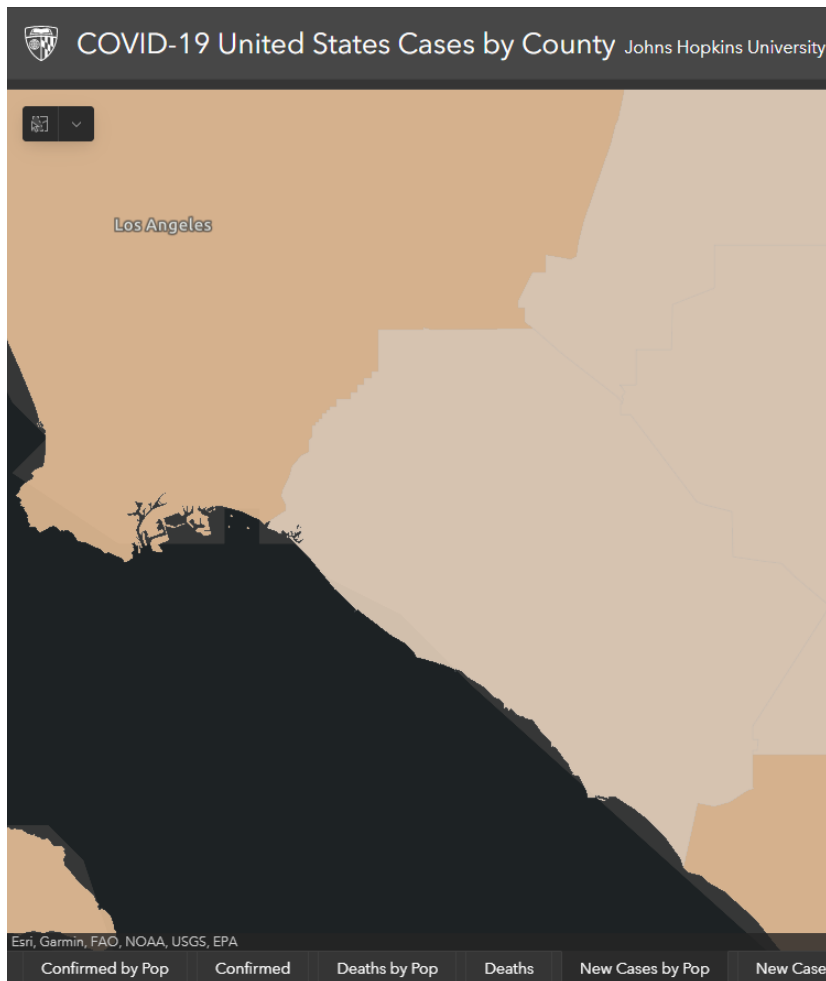
It is important to note that having virtual meetings under the provisions of Government Code Section 54953(e)(3) is optional. If the Council wishes, it may continue to meet in-person. In addition, hybrid meetings are permissible. Given that the dynamics of the pandemic and the health crisis are continually changing, the intent of the attached Resolution is to, among other things, allow for the City's Council, Commissions, and Committees to meet virtually in the event of illness, quarantine, or other government measures. 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.

ANALYSIS/JUSTIFICATION:

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 Omicron BA.5 Variant. State and local officials are still recommending measures to promote social distancing.

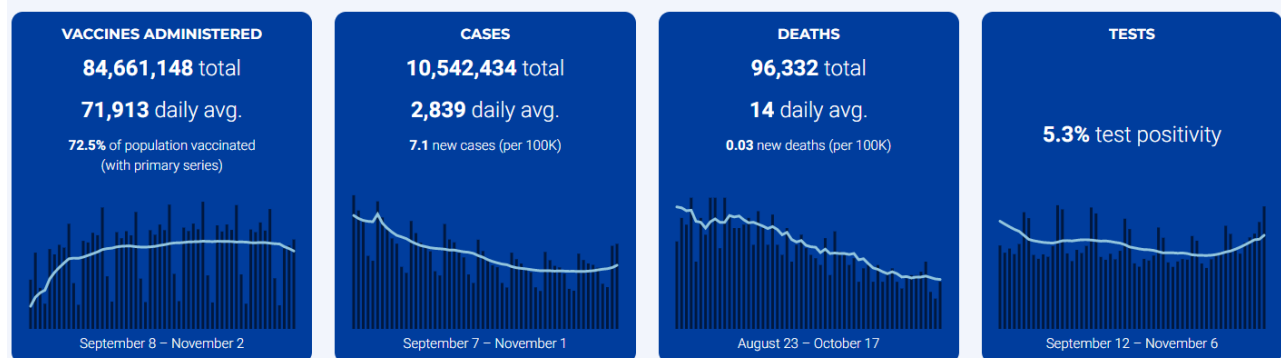


[COVID-19 Cases by City](#)



[COVID-19 United States Cases by County \(by Johns Hopkins University\)](#)

Update for November 10, 2022



Vaccines administered updated November 10, 2022 at 9:37 AM, with data from November 9, 2022.
 Cases, deaths, and tests updated November 10, 2022 at 9:37 AM, with data from November 8, 2022.

[Vaccines administered source data](#) and [cases, deaths, and tests source data](#)

[Tracking COVID-19 in California](#)

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:

None.

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: Jason Huynh, Management Analyst

Approved by: Hannah Shin-Heydorn, City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

SUBJECT: URGENCY ORDINANCE AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

REPORT IN BRIEF:

In September 2022, the California Legislature approved, and the Governor signed into law, a new bill ("SB 897") that further amends Government Code sections 65852.2 and 65852.22—the state statutes regulating accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"), respectively. SB 897 goes into effect on January 1, 2023. If the City's ADU ordinance does not comply with state law, then its entire ADU ordinance becomes null and void as a matter of law. The attached urgency ordinance updates the City's ADU ordinance to comply with SB 897.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Waive further reading and find that Urgency Ordinance No. 1123 is necessary for the immediate preservation of the public peace, health or safety for the reasons stated therein, entitled:

"AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE CONSISTENCY WITH STATE REGULATIONS AND FINDING THE ACTION TO BE EXEMPT FROM CEQA"; and

3. Find that Urgency Ordinance No. 1123 is exempt from the California Environmental Quality Act; and
4. Adopt Urgency Ordinance No. 1123 to take immediate effect.

BACKGROUND:

In recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that impose limits on local authority to regulate ADUs and JADUs. These bills include: (1) Assembly Bills 68 and 881 and Senate Bill 13, which went into effect on January 1, 2020; (2) Assembly Bill 3182, which went into effect on January 1, 2021; and (3) Assembly Bill 345, which went into effect on January 1, 2022. The City Council previously adopted Ordinance Nos. 1097, 1108, and 1114 to comply with legislation.

In September 2022, the California Legislature approved, and the Governor signed into law, a new bill (“SB 897”) that further amends Government Code sections 65852.2 and 65852.22. Among other things, SB 897:

- Requires the City to allow certain ADUs to be higher—up to 18 or 25 feet, depending on the situation;
- Requires the City’s existing front yard setback requirement to yield for certain ADUs;
- Requires the City to justify a denial with a full set of detailed comments describing the deficiencies in the application and explaining how to remedy them;
- Removes the automatic repeal in 2025 (now the ADU statute is permanent);
- Prohibits the City from denying an application to create an ADU solely because corrections are needed to address nonconforming zoning conditions, building code violations, or unpermitted structures elsewhere on the lot that do not present a threat to public health and safety and are not affected by the construction of the ADU;
- In instances where a JADU will share a bathroom with the primary dwelling, the City must require the JADU to have an interior entry to the primary dwelling’s “main living area,” independent of the exterior entrances of the JADU and primary dwelling.

SB 897 takes effect on January 1, 2023.¹ If the City’s ADU ordinance does not comply with state law, then its entire ADU ordinance becomes null and void as a matter of law—and the City will have to allow ADUs with no local regulation except for the few requirements in the state ADU law itself. To avoid this scenario, the proposed ordinance (Attachment 1) updates the City’s ADU ordinance (contained in Stanton Municipal Code Section 20.400.330) to comply with SB 897. Included as Attachment 2 is a redline, which shows the changes to Section 20.400.330 effectuated by the ordinance.

¹ Both AB 2221 and SB 897 were signed into law, but AB 2221 has no effect because it would have amended the same statute that SB 897 amended, and SB 897 was signed into law (chaptered) later. AB 2221 was therefore “chaptered out.” But section 2.5 of SB 897 expressly includes, among others, changes to the ADU law that would have been made by AB 2221. Ultimately, only SB 897 is effective and relevant.

As previously noted, failure to comply with SB 897 will render the City's ADU ordinance null and void, thereby limiting the City to the application of the few default state standards provided in Government Code sections 65852.2 and 65852.22. The approval of ADUs and JADUs based solely on these default statutory standards, without local regulations governing height, setback, landscape, and architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety.

Given the foregoing, the proposed ordinance is an urgency measure—which means it will take immediate effect upon adoption. In general, ordinances affecting planning and zoning must first be presented to Planning Commission for a recommendation and then approved following a second reading at a regular meeting of the City Council. Ordinances generally take effect 30 days following adoption. It will be necessary for the Council to adopt this ordinance as an urgency measure because SB 897 takes effect on January 1, 2023. Staff will concurrently process a non-urgency ordinance that will be considered by the Planning Commission before returning to the City Council for adoption.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

PUBLIC NOTIFICATION:

Notice for the City Council public hearing to consider the proposed urgency ordinance was provided through the regular agenda process.

STRATEGIC PLAN:

1 – Provide a Safe Community

Prepared by: Jennifer Lilley, Community and Economic Development Director

Reviewed by: HongDao Nguyen, City Attorney

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

A. Urgency Ordinance No. 1123

B. Redline – Section 20.400.330

URGENCY ORDINANCE NO. 1123

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE CONSISTENCY WITH STATE REGULATIONS AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, the City of Stanton, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, Government Code sections 65852.2 and 65852.22 (the “State ADU Laws”) impose limits on local authority to regulate ADUs and JADUs; and

WHEREAS, the State ADU Laws require a local ordinance to comply with the ADU Laws or the local ordinance becomes null and void; and

WHEREAS, on January 11, 2022, the City Council adopted Ordinance No. 1114, which updated the City’s local ADU regulations to comply with the then-current State ADU Laws; and

WHEREAS, in September 2022, the California Legislature approved, and the Governor signed into law, a new bill (SB 897) that further amends the State ADU Laws; and

WHEREAS, SB 897 takes effect January 1, 2023, and if the City’s ADU ordinance does not comply with the requirements imposed by SB 897 by that date, the City’s entire existing ADU ordinance becomes null and void as a matter of law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with SB 897’s changes to the State ADU Laws; and

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare based on the passage of SB 897 because if the City’s ordinance does not comply with the amended laws as of January 1, 2023, and the City’s ADU ordinance becomes null and void, the City would thereafter be limited to applying the few default standards that are provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs; and

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, and architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety. These threats to public safety, health, and welfare justify adoption of this ordinance as an urgency ordinance to be effective immediately upon adoption by a four-fifths vote of the City Council; and

WHEREAS, to protect the public safety, health, and welfare, the City Council may adopt this ordinance as an urgency measure in accordance with Government Code section 36937, subdivision (b).

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

SECTION 1: Incorporation of Recitals. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2: CEQA. Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

SECTION 3: General Plan. This ordinance is, as a matter of law, consistent with the City's General Plan pursuant to Government Code Section 65852.2(a)(1)(C).

SECTION 4: Code Amendments. Section 20.400.330 of the Stanton Municipal Code is hereby amended to read in its entirety as provided in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 5: Effective Date. This ordinance takes effect immediately upon its adoption and shall become operative on January 1, 2023.

SECTION 6: Severability. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this ordinance irrespective of the invalidity of any portion thereof.

SECTION 7: Certification and Publication. The City Clerk shall certify the passage and adoption of this ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law.

SECTION 8: HCD Submittal. The City Clerk shall submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

SECTION 9: Notice of Exemption. The City Council hereby directs staff to prepare, execute, and file with the County of Orange Clerk a notice of exemption within five working days of the adoption of this Ordinance.

SECTION 10: Custodian of Records. The Custodian of Records for this Ordinance is the City Clerk and the records comprising the administrative record for this ordinance are located at 7800 Katella Avenue, Stanton, CA 90680.

PASSED, APPROVED, AND ADOPTED this 22nd day of November, 2022.

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 Urgency Ordinance No. 1123 was duly introduced and adopted at a regular meeting of the City Council held on the 22nd day of November, 2022, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT “A”

ADU CODE AMENDMENTS

(Begins on following page)

Section 20.400.330 Accessory Dwelling Units

- A. **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
1. Deemed to be inconsistent with the City's General Plan and zoning designation for the lot on which the ADU or JADU is located.
 2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 3. Considered in the application of any local ordinance, policy, or program to limit residential growth.
 4. Required to correct a nonconforming zoning condition, as defined in subsection C(7) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. **Definitions.** As used in this section, terms are defined as follows:
1. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - a. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - b. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.
 3. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 4. "Efficiency kitchen" means a kitchen that includes all of the following:
 - a. A cooking facility with appliances.
 - b. A food preparation counter and storage cabinets that are of a

reasonable size in relation to the size of the JADU.

5. “Junior accessory dwelling unit” or “JADU” means a residential unit that satisfies all of the following:
 - a. It is no more than 500 square feet in size.
 - b. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
 - d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 - e. It includes an efficiency kitchen, as defined in subsection C(4) above.
6. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
7. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
8. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
9. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
10. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
11. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. **Approvals.** The following approvals apply to ADUs and JADUs under this section:

1. **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:

ORDINANCE NO. 1123

Page 7 of 18

- a. **Converted on Single-family Lot:** One ADU as described in this subsection D(1)(a) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - ii. Has exterior access that is independent of that for the single-family dwelling; and
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; and
 - iv. The JADU complies with all the requirements of Gov. Code section 65852.22.
- b. **Limited Detached on Single-Family Lot.** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(a) above), if the detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet.
 - ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height above grade does not exceed the applicable height limit provided in subsection E(2) below.
- c. **Converted on Multifamily Lot.** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection D(1)(c), at least one converted ADU is allowed within an existing multifamily dwelling, and up to a quantity equal to 25 percent of the existing multifamily dwelling units.

- d. **Limited Detached on Multifamily Lot.** No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling if each detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The peak height above grade does not exceed the applicable height limit provided in subsection E(2) below.

2. **ADU Permit.**

- a. Except as allowed under subsection (D)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.
- b. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Director and approved by the City Council by resolution.

3. **Process and Timing.**

- a. An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
- b. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City has not approved or denied the completed application, the application is deemed approved unless either:
 - i. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - ii. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

- c. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection D(3)(b) above.
- d. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

E. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections D(1) or D(2) above:

1. **Location.**

- a. An ADU or JADU subject only to a building permit under subsection D(1) above may be created on a lot in a residential or mixed-use zone.
- b. An ADU or JADU subject to an ADU permit under subsection D(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

2. **Height.**

- a. Except as otherwise provided by subsections E(2)(b) and E(2)(c) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
- b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.

- d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection E(2)(d) may not exceed two stories.
 - e. For purposes of this subsection E(2), height is measured above existing legal grade to the peak of the structure.
- 3. **Fire Sprinklers.**
 - a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
 - b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing dwelling.
- 4. **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
- 5. **No Separate Conveyance.** Subject to Government Code Section 65852.26, an ADU or JADU may be rented long-term, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
- 6. **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- 7. **Owner Occupancy.**
 - a. An ADU that is permitted after January 1, 2020, but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - b. Unless applicable law requires otherwise, all ADUs that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - c. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary

dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

8. **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
 - a. Except as otherwise provided in Government Code Section 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.
 - b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - c. The deed restriction runs with the land and may be enforced against future property owners.
 - d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
 - e. The deed restriction is enforceable by the Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

9. **Building & Safety.**

- a. **Must comply with building code.** Subject to subsection E(9)(b) below, all ADUs and JADUs must comply with all local building code requirements.
- b. **No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection E(9)(b) prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

F. **Specific ADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under subsection D(2) above.

1. **Maximum Size.**

- a. The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.
- b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- c. Application of other development standards in this subsection F, such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection F(1)(b) above or of an FAR, lot coverage, front setback, or open-space requirement may require the ADU to be less than 800 square feet.

2. **Floor Area Ratio (FAR).** No ADU subject to this subsection F may cause the total FAR of the lot to exceed, subject to subsection F(1)(c) above:

FAR/Target Range	General GLMX	North Gateway NGMX	South Gateway SGMX
Target Density Range	<i>Density range for residential uses expressed as dwelling units per NET acre.</i>		
Residential Uses	25 - 45 du/ac	25 - 45 du/ac	30 - 60 du/ac
Target Intensity Range	<i>Floor area ratio (FAR) for nonresidential uses</i>		
Nonresidential Uses (1)	1.0 - 2.0	1.0 - 2.0	1.5 - 3.0

3. **Lot Coverage.** No ADU subject to this subsection F may cause the total lot coverage of the lot to exceed the following coverage, subject to subsection F(1)(c) above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

4. **Impervious surface coverage.** Maximum percentage of the total gross lot area that may be covered by structures and impervious surfaces shall not exceed 70 percent, subject to subsection F(1)(c) above.

5. **Setbacks.**

- a. Front-yard setback.
 - i. Subject to subsection F(5)(a)(ii), no part of any ADU subject to this subsection F may be located within 25 feet of the front property line.
 - ii. If the front yard setback is the only location on the lot where an ADU may be lawfully constructed, then the ADU may encroach into the required front yard setback as necessary to enable the construction of an 800 square foot unit.
- b. An ADU that is subject to this subsection F must conform to 4-foot side-and rear-yard setbacks.
- c. No setback is required for an ADU that is subject to this subsection F if the ADU is constructed in the same location and to the same dimensions as an existing structure.

6. **Passageway.** No passageway, as defined by subsection C(8) above, is required for an ADU.

7. **Parking.**

- a. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.
- b. Exceptions. No parking under subsection F(7)(a) is required in the following situations:
 - i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
 - ii. The ADU is located within an architecturally and historically significant historic district.
 - iii. The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(a) above.
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU.
 - v. When there is an established car share vehicle stop located within one block of the ADU.
 - vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections F(7)(b)(i) through F(7)(b)(v) above.
- c. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

8. **Architectural Requirements.**

- a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.

- b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
- c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
- e. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.

G. **Fees.** The following requirements apply to all ADUs that are approved under subsections D(1) or D(2) above.

1. **Impact Fees.**

- a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection G(1), “impact fee” means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.
- b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.)

2. **Utility Fees.**

- a. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
- b. Except as described in subsection G(2)(a), converted ADUs on a single-family lot, created under subsection D(1)(a) above, are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required unless the ADU is constructed with a new single-family home.

- c. Except as described in subsection G(2)(a), all ADUs not covered by subsection G(2)(b) above require a new, separate utility connection directly between the ADU and the utility.
 - i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - ii. The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

H. **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.**

- 1. **Generally.** The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

2. **Unpermitted ADUs constructed before 2018.**

- a. **Permit to Legalize.** As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:
 - i. The ADU violates applicable building standards, or
 - ii. The ADU does not comply with the state ADU law (Government Code section 65852.2) or this ADU ordinance (section 20.400.330).
- b. **Exceptions.**
 - i. Notwithstanding subsection H(2)(a) above, the City may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the City makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.
 - ii. Subsection H(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

- I. **Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections A

though H(2) of this section may be allowed by the City with a use permit, in accordance with Chapter 20.550.

- J. **Restricted Areas.** ADUs or JADUs shall not be allowed where roadways, public utilities and services are inadequate with reference to objective and published thresholds established by the utility or service provider. To ensure access by public safety vehicles, an ADU may not be located on a lot that fronts a roadway that is narrower than the minimum road width standards established by the Orange County Fire Authority's Master Plans for Commercial and Residential Development (as the same may be amended from time to time), unless: (a) one on-site parking space is provided for each bedroom included in the ADU; and (b) replacement on-site parking spaces are provided for any parking spaces that are lost or converted to accommodate the ADU.

Section 20.400.330 Accessory Dwelling Units

- A. **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
1. Deemed to be inconsistent with the City's General Plan and zoning designation for the lot on which the ADU or JADU is located.
 2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 3. Considered in the application of any local ordinance, policy, or program to limit residential growth.
 4. Required to correct a nonconforming zoning condition, as defined in subsection C(7) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. **Definitions.** As used in this section, terms are defined as follows:
1. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - a. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - b. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.
 3. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 4. "Efficiency kitchen" means a kitchen that includes ~~each~~all of the following:
 - a. A cooking facility with appliances.
 - b. A food preparation counter ~~or counters that total at least 15 square~~

~~feet in area~~ and storage cabinets that are of a reasonable size in relation to the size of the JADU.

~~c. Food storage cabinets that total at least 30 square feet of shelf space.~~

5. “Junior accessory dwelling unit” or “JADU” means a residential unit that all of the following:
- a. It is no more than 500 square feet in size~~;~~.
 - b. It is contained entirely within an existing or proposed single-family structure~~;~~. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure~~;~~ and.
 - d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 - e. ~~d.~~ It includes an efficiency kitchen, as defined in subsection C(4) above.
6. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
7. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
8. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
9. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
10. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
11. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. **Approvals.** The following approvals apply to ADUs and JADUs under this section:

1. **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:
 - a. **Converted on Single-family Lot:** One ADU as described in this subsection D(1)(Aa) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - ii. Has exterior access that is independent of that for the single-family dwelling; and
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; and
 - iv. The JADU complies with all the requirements of Gov. Code section 65852.22.
 - b. **Limited Detached on Single-Family Lot.** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(Aa) above), if the detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet.
 - ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height above grade ~~is 16 feet or less~~does not exceed the applicable height limit provided in subsection E(2) below.
 - c. **Converted on Multifamily Lot.** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection D(1)(Cc), at least one converted ADU is allowed within an existing multifamily dwelling, and up to a quantity equal to 25 percent of the existing multifamily dwelling units.

- d. **Limited Detached on Multifamily Lot.** No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling if each detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The peak height above grade ~~is 16 feet or less~~ does not exceed the applicable height limit provided in subsection E(2) below.

2. **ADU Permit.**

- a. Except as allowed under subsection (D)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.
- b. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Director and approved by the City Council by resolution.

3. **Process and Timing.**

- a. An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
- b. The City must ~~act on~~ approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City ~~does~~ has not ~~act upon~~ approved or denied the completed application ~~within 60 days~~, the application is deemed approved unless either:
 - i. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - ii. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or

JADU will still be considered ministerially without discretionary review or a hearing.

- c. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection D(3)(b) above.
- d. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

E. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections D(1) or D(2) above:

1. **Location.**

- a. An ADU or JADU subject only to a building permit under subsection D(1) above may be created on a lot in a residential or mixed-use zone.
- b. An ADU or JADU subject to an ADU permit under subsection D(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

2. **Height.**

- a. Except as otherwise provided by subsections E(2)(b) and E(2)(c) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
- b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.

- d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection E(2)(d) may not exceed two stories.
- e. For purposes of this subsection E(2), height is measured above existing legal grade to the peak of the structure.

3. ~~2.~~ **Fire Sprinklers.**

- a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
- b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing dwelling.

4. ~~3.~~ **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

5. ~~4.~~ **No Separate Conveyance.** Subject to Government Code Section 65852.26, an ADU or JADU may be rented long-term, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

6. ~~5.~~ **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.

7. ~~6.~~ **Owner Occupancy.**

~~a. All ADUs created before January 1, 2020, are subject to the owner-occupancy requirement that was in place when the ADU was created.~~

a. ~~b.~~ An ADU that is ~~created~~ permitted after ~~that date~~ January 1, 2020, but before January 1, 2025, is not subject to any owner-occupancy requirement.

b. ~~c. All~~ Unless applicable law requires otherwise, all ADUs that are created on or after January 1, 2025, are subject to an owner-

occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.

- c. ~~d. All~~ As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

8. ~~7.~~ **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:

- a. ~~The~~ Except as otherwise provided in Government Code Section 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.
- b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
- c. The deed restriction runs with the land and may be enforced against future property owners.
- d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
- e. The deed restriction is enforceable by the Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining

an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

9. Building & Safety.

- a. Must comply with building code.** Subject to subsection E(9)(b) below, all ADUs and JADUs must comply with all local building code requirements.
- b. No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection E(9)(b) prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

F. **Specific ADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under subsection D(2) above.

1. Maximum Size.

- a. The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.
- b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- c. Application of other development standards in this subsection F, such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection F(1)(b) above or of an FAR, lot coverage, front setback, or open-space ~~requirements~~requirement may require the ADU to be less than 800 square feet.

2. **Floor Area Ratio (FAR).** No ADU subject to this subsection F may cause the total FAR of the lot to exceed, subject to subsection F(1)(~~G~~C) above:

FAR/Target Range	General GLMX	North Gateway NGMX	South Gateway SGMX
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Target Density Range	<i>Density range for residential uses expressed as dwelling units per NET acre.</i>		
Residential Uses	25 - 45 du/ac	25 - 45 du/ac	30 - 60 du/ac
Target Intensity Range	<i>Floor area ratio (FAR) for nonresidential uses</i>		
Nonresidential Uses (1)	1.0 - 2.0	1.0 - 2.0	1.5 - 3.0

3. **Lot Coverage.** No ADU subject to this subsection F may cause the total lot coverage of the lot to exceed the following coverage, subject to subsection F(1)(~~C~~c) above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

4. **Impervious surface coverage.** Maximum percentage of the total gross lot area that may be covered by structures and impervious surfaces shall not exceed 70 percent, subject to subsection F(1)(~~C~~c) above.

~~5. **Height.** No ADU subject to this subsection F may exceed 16 feet in height above grade, measured to the peak of the structure.~~

5. ~~6.~~ **Setbacks.**

~~a. An ADU that is subject to this subsection F must conform to a 25-foot front-yard setback.~~

a. Front-yard setback.

i. Subject to subsection F(5)(a)(ii), no part of any ADU subject to this subsection F may be located within 25 feet of the front property line.

ii. If the front yard setback is the only location on the lot where an ADU may be lawfully constructed, then the ADU may encroach into the required front yard setback as necessary to enable the construction of an 800 square foot unit.

b. An ADU that is subject to this subsection F must conform to 4-foot side-and rear-yard setbacks.

- c. No setback is required for an ADU that is subject to this subsection F if the ADU is constructed in the same location and to the same dimensions as an existing structure.

6. ~~7.~~ **Passageway.** No passageway, as defined by subsection C(8) above, is required for an ADU.

7. ~~8.~~ **Parking.**

- a. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.
- b. Exceptions. No parking under subsection F(~~8~~7)(~~A~~a) is required in the following situations:
 - i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
 - ii. The ADU is located within an architecturally and historically significant historic district.
 - iii. The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(~~A~~a) above.
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU.
 - v. When there is an established car share vehicle stop located within one block of the ADU.
 - vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections F(7)(b)(i) through F(7)(b)(v) above.
- c. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

8. ~~9.~~ **Architectural Requirements.**

- a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
- b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
- c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling. ~~The ADU entrance must be located on the side or rear building façade, not facing a public right-of-way.~~
- e. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
- ~~f. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.~~
- ~~g. All windows and doors in an ADU are less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.~~

G. ~~G. Fees.~~ Fees. The following requirements apply to all ADUs that are approved under subsections D(1) or D(2) above.

1. **Impact Fees.**

- a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection G(1), “impact fee” means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.
- b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of

the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.)

2. **Utility Fees.**

- a. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
- b. Except as described in subsection G(2)(Aa), converted ADUs ~~and JADUs~~ on a single-family lot, created under subsection D(1)(Aa) above, are not required to have a new or separate utility connection directly between the ADU ~~or JADU~~ and the utility. Nor is a connection fee or capacity charge required unless the ADU ~~or JADU~~ is constructed with a new single-family home.
- c. Except as described in subsection G(2)(Aa), all ADUs ~~and JADUs~~ not covered by subsection G(2)(Bb) above require a new, separate utility connection directly between the ADU ~~or JADU~~ and the utility.
 - i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU ~~or JADU~~, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - ii. The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

H. **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.**

1. **Generally.** The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

2. **Unpermitted ADUs constructed before 2018.**

a. **Permit to Legalize.** As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:

- i. **The ADU violates applicable building standards, or**

- ii. The ADU does not comply with the state ADU law (Government Code section 65852.2) or this ADU ordinance (section 20.400.330).

b. **Exceptions.**

- i. Notwithstanding subsection H(2)(a) above, the City may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the City makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.
- ii. Subsection H(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

I. ~~H.~~ **Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections A through ~~G~~H(2) of this section may be allowed by the City with a use permit, in accordance with Chapter 20.550.

J. ~~I.~~ **Restricted Areas.** ADUs or JADUs shall not be allowed where roadways, public utilities and services are inadequate with reference to objective and published thresholds established by the utility or service provider. To ensure access by public safety vehicles, an ADU may not be located on a lot that fronts a roadway that is narrower than the minimum road width standards established by the Orange County Fire Authority's Master Plans for Commercial and Residential Development (as the same may be amended from time to time), unless: (a) one ~~(1)~~ on-site parking space is provided for each bedroom included in the ADU; and (b) replacement on-site parking spaces are provided for any parking spaces that are lost or converted to accommodate the ADU.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

SUBJECT: PUBLIC CABLE TELEVISION AUTHORITY LEASE

REPORT IN BRIEF:

The Public Cable Television Authority (PCTA) is a joint powers agency representing the Cities of Stanton, Fountain Valley, and Westminster. The City of Fountain Valley has provided the PCTA with notice to terminate the existing lease agreement at City facilities. At the direction of the PCTA Board of Directors, PCTA staff was directed to identify potential office space within member cities or in the commercial market. The Council will consider authorizing the Mayor to enter into a lease agreement for a one-year term with the PCTA, effective January 1, 2023.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the Mayor to enter into a lease agreement for a one-year term with the PCTA, in a form approved by the City Attorney.

BACKGROUND:

The PCTA is responsible for monitoring federal and state video service provider customer service standards in Stanton. PCTA assists subscribers with billing, service, and other unresolved issues with their video service provider, including:

- Prompt phone connection times and courteous service from video service providers;
- Clear and itemized service billing;
- On time appointments by video service provider technicians;
- Response to service interruptions within 24 hours; and
- Credit for interrupted service upon subscriber request.

The PCTA also manages and produces original programming for Stanton's government access television station.

ANALYSIS AND JUSTIFICATION:

At its October 19, 2022 meeting, the PCTA Board of Directors instructed PCTA staff to focus on securing office space within the City of Stanton. The City has identified the approximately 1,080 square foot Dotson Park facility, located within the grounds of Dotson Park at 10350 Fern Ave, as currently vacant and viable for a short-term lease. Staff worked with the City Attorney's office to draft the proposed lease agreement, which includes the following provisions:

- Use of the Dotson Park facility in "as-is" condition solely for business office purposes during the primary operating hours of 5:00 a.m. to 6:00 p.m. with occasional use during the hours of 6:00 p.m. to 5:00 a.m.;
- An initial term of one calendar year commencing as of January 1, 2023 and terminating December 31, 2023, unless mutually extended in writing;
- A rental amount of \$1,200 per month, due on the first day of each month, to include electricity and water costs; and
- Responsibility by the PCTA for all routine custodial services within the facility with the option to utilize the City's janitorial contract with pass-through rates.

FISCAL IMPACT:

Annual rental revenues of \$14,400 at \$1,200 per month. Annual utility expenditures for electricity and water estimated at \$3,600 at \$300 per month. One time move in cleaning cost of \$350. Rental revenues will be deposited into the City's General Fund.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this item is not subject to 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).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

Reviewed by the City Attorney.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

6 – Maintain and promote a responsive, high quality and transparent government.

Prepared by: Hannah Shin-Heydorn, City Manager

Reviewed by: HongDao Nguyen, City Attorney

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Rental Agreement and License

RENTAL AGREEMENT AND LICENSE
City of Stanton and Public Cable Television Authority

This Rental Agreement and License (hereinafter “**Agreement**”) is made and entered into this _____ day of _____ 2022, by and between the CITY OF STANTON (hereinafter “**Licensor**”), a municipal corporation, and the PUBLIC CABLE TELEVISION AUTHORITY (hereinafter “**Licensee**”), a California joint power agency, each of which is referred to herein individually as “Party” and collectively referred to as “Parties.”

1. Recitals.

- (a) Licensor owns property commonly known as Harry M. Dotson Park located at 10350 Fern Ave, Stanton, California 90680 (hereinafter “**Property**”). There is a building, commonly referred to as the “Dotson Park House” (hereinafter “**Building**”), located in the northwest quadrant on the northern property line on the Property.
- (b) Licensee desires to obtain a license from the Licensor to use the Building as office space within the Property, and Licensor is willing to provide Licensee a license to use such office space subject to the terms and conditions described herein.

2. License Agreement. Licensor hereby grants a revocable license to Licensee to use the Building, consisting of approximately 1,080 square feet, which includes two rooms and associated common areas, walkways, restrooms, driveways, parking spaces and other areas appurtenant thereto (collectively the “**Premises**”) subject to the terms provided herein. The Premises are a self-contained area within the Property, located in the northwest quadrant of the Property. This Agreement creates no estate in real property but only creates a revocable license to use said Premises for the purposes specified on terms described herein.

3. Use.

- (a) The Premises shall be used by Licensee solely for business office purposes and during the primary operating hours of 5:00 a.m. to 6:00 p.m. with occasional use during the hours of 6:00 p.m. to 5:00 a.m. Licensee shall be entitled to use said office space for office use, including the right to have a desk, telephone and meet customers, provided the same does not interfere with Licensor’s operations.
- (b) The Premises includes unreserved parking for Licensee’s staff. Licensee will not use the parking lot in such a way as to impair Licensor’s ability to park and hold events.
- (c) The Premises shall not be used for any purpose other than official business purposes without first obtaining the written consent of Licensor, which consent Licensor may grant or withhold in its sole discretion.

4. **Term.**
 - (a) The Term of this Agreement shall be for a period of one (1) calendar year commencing as of January 1, 2023 and terminating December 31, 2023, unless mutually extended in writing.
 - (b) Any holding over by Licensee after the expiration of said term shall be deemed a month-to-month tenancy.
 - (c) Both Licensor and Licensee shall have the right to terminate this Agreement prior to the expiration of the Agreement with or without cause by providing thirty (30) days' written notice to the other party.
5. **Rent.** Licensee shall pay the sum of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) per month on the first day of each month to Licensor for the use of the Premises. The Rent shall be inclusive of Licensee's electricity and water costs. Upon the expiration of the term of this Agreement, Licensee hereby agrees to pay rent on a month-to-month basis, in which the rent shall be due on the first day of each subsequent month and may be subject to an adjustment based on the Consumer Price Index – Orange County (All Items) each year which shall take effect on January 1st.
6. **Tenant Improvements/Office Furniture and Equipment.** The Premises are provided in "As-Is" condition, with no additional improvements, furniture, or equipment provided by Licensor.
7. **Custodial Services.** Licensee shall be responsible for all routine custodial services within the Building. Custodial services will be provided to the level of quality required by Licensor.
8. **Building Systems Maintenance and Services.** Licensor shall maintain all core building services such as plumbing, electrical and HVAC in the Building and the Premises. Licensee shall be responsible if any required maintenance or repair of core Building systems is a result of misuse by Licensee. Licensee shall also be responsible for any additional services such as maintenance of individual cooling for computer/server technology closet or other systems that result from Licensee's improvements to the Premises. Services will be provided to the level of quality required by Licensor. If Licensee requests additional service beyond this level, the provisions of Paragraph 14 will apply.
9. **Building Maintenance/Repairs.** Except as otherwise set forth herein, Licensor shall maintain the exterior (including the roof and exterior surfaces) of the Building in good working order and repair and shall maintain interior surfaces of the Premises unless such maintenance is required as a result of misuse by Licensee. Services will be provided to the level of quality required by Licensor. If Licensee requests additional service beyond this level, the provisions of Paragraph 14 will apply.
10. **Site Maintenance and Services.** Licensor shall maintain all site landscaping, including parking and property facilities.

11. **Utilities.** Licensee shall provide and pay for telephone, communication and data services.
12. **Access.** Licensors shall be responsible for access to the Premises and Building. Licensors shall provide Licensee a master key to access the Premises and Building door, including locks providing access to the Building and the Premises. Licensee will comply with all security requirements established by Licensors during the term of the Agreement, however Licensee agrees and acknowledges that Licensors shall not be obligated to provide any other security to the Premises.
13. **Support Effort.** At no cost to Licensee, Licensors will provide reasonable support to Licensee during the occupancy period. Thereafter, Licensee may request technical, administrative, or other support of Licensors staff, contractors, or agents for various purposes. Licensors will provide those services on a "time and materials" cost basis. Licensors staff time will be based on labor plus overhead rates established by Licensors. Other costs will be established by cost of materials (for example, replacement keys or badges) or cost for vendors (special requests or projects). Such services/support after hours will be billed at overtime rates. Licensors retains the right to prioritize and schedule response to requests as Licensors deems appropriate.
14. **Rights of Licensors.** Licensors, through its authorized representatives, shall have the right to enter the Premises for the purpose of inspecting, monitoring and evaluating the obligations of Licensee hereunder and for the purpose of doing any and all things which it is obligated or has a right to do under this Agreement. Ninety (90) days prior to the expiration of the term, Licensors shall have the right to enter the Building and show the Premises to prospective tenants; provided, however, that such right of entry will occur during normal business hours and upon prior notice to and coordination with Licensee.
15. **Insurance.** Licensee shall during the term of this Agreement:
 - (a) Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.
 - (b) Procure and maintain comprehensive general liability, and coverage that shall protect Licensee from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Licensee's use of the Premises or the performance of its obligations hereunder, whether such use or performance be by Licensee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name Licensors as an Additional Insured with respect to this Agreement and the obligations of Licensee hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00 per occurrence.
 - (c) Cause its insurance carriers to furnish Licensors by direct mail with certificate(s) of insurance showing that such insurance is in full force and effect, and that Licensors is named as an Additional Insured with respect to this Agreement and the obligations of Licensee hereunder. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to Licensors prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modifications, cancellation or reduction

in coverage and on the effective date thereof, Licensor shall have the right to cancel this Agreement with thirty (30) days' advanced notice in writing to Licensee, unless Licensor receives prior to such effective date another certificate from an insurance carrier of Licensee's choice that the insurance required herein is in full force and effect.

- (d) The insurance requirements of Paragraphs (a) and (b) above may be provided through self-insurance, in conjunction with a Joint Powers Authority, or a combination of both.

16. **Hold Harmless.**

- (a) Indemnification by Licensee. Licensee shall indemnify and hold Licensor, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Licensee, its Trustees, officers and agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement; and Licensee shall defend at its expense, including attorney fees, Licensor, its officers, agents, employees, and independent contractors in any legal action of any kind based upon such alleged acts or omissions.
- (b) The specified insurance limits required in Paragraph 15 above shall in no way limit or circumscribe Licensee's obligations to indemnify and hold Licensor free and harmless herein.

17. **Assignment.** Licensee shall not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of Licensor being first obtained, which consent shall be in the absolute discretion of Licensor. In the event of any such transfer, Licensee shall remain liable with respect to any and all of the Licensee obligations and duties contained in this Agreement.

18. **Free from Liens.** Licensee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Licensee, in, upon, or about the Premises, and which may be secured by a mechanics', materialman's or other lien against the Premises, the Property or Licensor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Licensee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Licensee shall forthwith pay and discharge said judgment.

19. **Employees and Agents of Licensee.** All persons hired or engaged by Licensee shall be considered to be employees or agents of Licensee and not of Licensor.

20. **Binding on Successors.** Licensee, its permitted assigns, and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.
21. **Waiver of Performance.** No waiver by Licensor at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.
22. **Severability.** The invalidity of any provision in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
23. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Orange, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
24. **Attorneys' Fees.** In the event of any litigation between Licensee and Licensor to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigations or arbitration.
25. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Licensor

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

Licensee:

PUBLIC CABLE TELEVISION
AUTHORITY
Attn: Supervising Manager
10350 Fern Ave Stanton, CA 90680

26. **Licensor and Licensee's Representative.** Licensor hereby appoints the City Manager or her designee as its authorized representative to administer this Agreement. Licensee hereby appoints the Supervising Manager as its authorized representative to administer this Agreement.
27. **Entire Agreement.** This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements, and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

28. **Authority.** Each Party to this Agreement represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
29. **Approval.** This Agreement shall not be binding or consummated until its approval by the Licensor's City Council.

Dated: _____

Public Cable Television Authority
(Licensee)

By: _____
[INSERT NAME, TITLE]

Dated: _____

CITY OF STANTON
(Licensor)

By: _____
[INSERT NAME, TITLE]

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

**SUBJECT: AMENDMENTS TO STANTON MUNICIPAL CODE CHAPTER 5.77 –
COMMERCIAL CANNABIS BUSINESSES**

REPORT IN BRIEF:

The Council will consider an amended and restated version of Chapter 5.77 of Title 5 of the Stanton Municipal Code related to commercial cannabis businesses. The proposed amendments clarify portions of the chapter as well as provide more recent best practices in processing, permitting, and regulating such businesses.

RECOMMENDED ACTIONS:

1. City Council consider and introduce for first reading Ordinance No. 1124, titled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING AND RESTATING CHAPTER 5.77 (COMMERCIAL CANNABIS BUSINESSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE STANTON MUNICIPAL CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(C)(2), 15061(B)(3) AND 15378(b)(5)”; and

2. Set Ordinance No. 1124 for second reading at the regular City Council meeting of December 13, 2022.

BACKGROUND:

On November 5, 2019, the City Council adopted Ordinance No. 1091 adding Chapter 5.76 to Title 5 of the Stanton Municipal Code establishing a tax on cannabis businesses operating within the City of Stanton. The purpose of Ordinance No. 1091 was to adopt a tax, for revenue purposes, applicable to cannabis businesses pursuant to Sections 37101 and 37100.5 of the California Government Code.

Following the adoption of Ordinance No. 1091, on June 23, 2020, the City enacted Ordinance No. 1100, which established Chapter 5.77 authorizing the permitting and regulating of commercial cannabis businesses within the City. The ordinance set forth, among other things, definitions, application procedures, permit and operation requirements, and zoning and land use. The City went through a first round of applications and awarded a number of permits in or around November 2021. The majority of the current permittees are scheduled to be operational by the second quarter of 2023.

Through implementing Ordinance No. 1100, the City has found ways to improve the process. It now wishes to clarify and update portions of Chapter 5.77 to include current best practices.

ANALYSIS AND JUSTIFICATION:

The following is a summary of the substantive amendments that are proposed for Chapter 5.77:

- **Section 5.77.030 – Definitions**
 - The definitions have been updated for clarity and consistency with the City’s Cannabis Business Tax (Chapter 5.76), which already contains many of the definitions necessary for implementation of Chapter 5.77. Definitions have also been updated to reflect consistency with State Law governing cannabis in the Business and Professions Code.
 - Notably, the amendments expand the definition of “Owner” to reflect the evolution of cannabis business ownership. Expanding the definition will ensure the City is able to continue capturing the increasingly sophisticated ways cannabis businesses are owned and operated.
- **Section 5.77.070 – Application Procedure**
 - Staff has found that the application fee does not adequately capture the City’s costs in permitting a cannabis business. Therefore, in addition to an application fee, a refundable deposit is now going to be required to help address costs incurred by the City as a permittee moves through the administrative process of establishing their cannabis business. Staff will also be bringing an updated fee resolution sometime in the future to more accurately reflect the costs associated with processing an application.
 - Staff has found that some applicants that were awarded permits had difficulty finding locations within the City in which they could operate their business. The amendments will require, as part of the application, a notarized letter of intent by the applicant and property owner demonstrating that, if awarded a permit, the applicant may use the property for a commercial cannabis business.

- With recent legalization, staff is sensitive to the fact that the City needs to be proactive to ensure that minors and the general public are protected from a nascent industry such as cannabis. The amendments formalize current practices by requiring that applicants set forth how they will provide benefits to the local community, such as offsetting secondary nuisance issues or improving public safety. Those businesses selected for a permit must enter into an agreement with the City prior to the issuance of the permit, which is memorialized as a requirement in Section 5.77.090.
- The amendments update and strengthen the City's indemnification by applicants.
- **Section 5.77.080 – Review of Application and Grounds for Denial**
 - The amendments flesh out and streamline the review process. The review committee provisions have now been expanded to provide that committee members must have no pecuniary interest in cannabis applications. Other review criteria may be adopted by the City Council as desired.
 - Background check requirements have been expanded so that the applicant, owner, and any proposed manager must complete a background check as part of the application process.
 - The grounds for denying a permit have been expanded, including the addition of convictions for abuse, neglect, exploitation, and willful harming of a minor as well as convictions for human trafficking.
- **Section 5.77.100 – Permit Validity and Expiration**
 - The amendments clarify the grounds for when a permittee may ask for an extension of the permit expiration. It also provides that permittees that were awarded in November 2021 shall have until May 2023 to become operational.
- **Section 5.77.110 – Renewal of Permits**
 - The amendments make more explicit and clarify the process for renewing a permit.
- **Section 5.77.120 – Appeals**
 - During the first round of awarding permits, the City received one appeal, which was later withdrawn. After going through the process, staff found that there were ways in which to clarify and streamline the appeal process, including how the hearings are to be conducted.
- **Section 5.77.150 – Transfer or Assignment of Permit**
 - The current ordinance prohibits any transfer or assignments of the permit. However, staff has found that there are situations in which an assignment or transfer may be proper. Based upon market experience and the increasing complexity in cannabis ownership, an amendment was necessary to consider a process in which a permittee, in limited situations, could assign or transfer a permit.

- Staff also found that there may be situations in which a business needs to change physical locations. The amendments include a narrow process in which a permitted may seek a transfer to a new address.
- **Section 5.77.170 – General Operating Requirements**
 - The amendments also add regulations to marketing and advertising cannabis, including a prohibition on marketing designed to appeal to children.
- **Section 5.77.195 – Discourage Illegal, Criminal, or Nuisance Activities**
 - As noted above, the amendments are intended, in part, to ensure the health and safety of the general public is protected. The amendments address a number of situations in which a permittee is responsible for taking certain steps to ensure community safety.

FISCAL IMPACT:

The changes proposed in this ordinance will help the City recoup its costs in processing applications and permits.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this item is not subject to CEQA pursuant to Sections 15060(c)(2), 15061(b)(3), and 15378(b)(5). Commercial cannabis uses developed pursuant to Ordinance No. 1124 would be independently reviewed and evaluated pursuant to CEQA.

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

Ordinance No. 1124 was drafted through the City Attorney's office in consultation with the City Manager's Office, Community Development, Public Safety, and Police Services. The agenda item has been reviewed and approved by the City Attorney.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

Objective 1 – Provide a safe community.
 Objective 2 – Promote a strong local economy.
 Objective 5 – Provide a high quality of life.

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by: HongDao Nguyen, City Attorney

Reviewed by: Hannah Shin-Heydorn, City Manager

Attachments:

A. Proposed Ordinance No. 1124

B. Redlined Ordinance

ORDINANCE NO. 1124

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING AND RESTATING CHAPTER 5.77 (COMMERCIAL CANNABIS BUSINESSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE STANTON MUNICIPAL CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(C)(2), 15061(B)(3) AND 15378(b)(5)

WHEREAS, the City of Stanton, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, on November 5, 2019, the City Council adopted Ordinance No. 1091 adding Chapter 5.76 to Title 5 of the Stanton Municipal Code establishing a tax on cannabis businesses operating within the City of Stanton; and

WHEREAS, on June 23, 2020, the City Council adopted Ordinance No. 1100, which added Chapter 5.77 *Commercial Cannabis Businesses* to Title 5 of the Stanton Municipal Code and amended Title 20 (Zoning), section 20.220.020.A *Allowed Land Uses*, Table 2-7 to permit and regulate Commercial Cannabis Business uses; and

WHEREAS, following the passage of Ordinance No. 1100, the City accepted applications for commercial cannabis businesses, processed and scored them, and thereafter awarded a number of commercial cannabis permits in or around November 2021; and

WHEREAS, since the initial implementation of Ordinance No. 1100, the City has found that there are ways to revise Chapter 5.77 to make the provisions more clear or to otherwise implement best practices; and

WHEREAS, for example, as part of the initial application process, applicants offered community benefits to the City to help offset any secondary, nuisance effects that accompanied operating a commercial cannabis business within the City. The proposed revisions clarify that permittees shall, as a condition of their permit, enter into an agreement with the City to memorialize such community benefits that they will provide. Other clarifications include revisions to the application review process, as well as the appeal and hearing procedures; and

WHEREAS, best practices that the City wishes to implement include, without limitation, providing for a refundable deposit to cover cannabis application or permit-related expenses that are not otherwise covered by the nonrefundable fee. This is to ensure that the City is made whole for the time it spends reviewing, analyzing, scoring, and processing applications and permits. Moreover, applicants will now be required to include a letter of intent with a property owner that tentatively secures a location for a proposed business so that the City and the public have a better idea of where such businesses may be located if an applicant is awarded a permit; and

WHEREAS, on November 22, 2022, the City Council held a hearing that was noticed pursuant to the City's normal agenda noticing procedures and considered the staff report, recommendations by staff, and public testimony concerning the proposed ordinance to amend and restate Chapter 5.77 (Commercial Cannabis Businesses) of the Stanton Municipal Code and determine the ordinance to be exempt from CEQA.

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

SECTION 1: The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2: The City Council hereby finds that the Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines sections 15060(c)(2), 15061(b)(3), and 15378(b)(5). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable physical change in the environment; and the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA. Commercial cannabis uses developed pursuant to Ordinance No. 1124 would be independently reviewed and evaluated pursuant to CEQA.

SECTION 3: Chapter 5.77 (Commercial Cannabis Business) of Title 5 (Business Licenses and Regulations) of the Stanton Municipal Code is hereby amended and restated in its entirety, as provided in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 4: This ordinance shall take effect 30 days following its adoption.

SECTION 5: The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

SECTION 6: The City Council hereby directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption within five working days of the approval and adoption of this ordinance.

SECTION 7: If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

SECTION 8: The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located in the City Clerk's Department, 7800 Katella Avenue, Stanton, California.

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2022.

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. 1124 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 22nd day of November, 2022 and was duly adopted at a regular meeting of the City Council held on the 13th day of December, 2022, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT A

Chapter 5.77 Commercial Cannabis Businesses (Restated and Amended)

(follows this page)

EXHIBIT “A”
AMENDED AND RESTATED CHAPTER 5.77 (CLEAN)

Chapter 5.77 COMMERCIAL CANNABIS BUSINESSES

- 5.77.010 Purpose and intent.
- 5.77.020 Severability.
- 5.77.030 Definitions.
- 5.77.040 Permit requirement—Maximum number of permits.
- 5.77.050 Authority to enforce chapter.
- 5.77.060 Service requirements.
- 5.77.070 Application procedure.
- 5.77.080 Review of applications—Grounds for denial—Right to appeal—Notice of denial.
- 5.77.090 Permit issuance.
- 5.77.100 Permit—Validity—Expiration.
- 5.77.110 Renewal of cannabis business permits.
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5.77.010 Purpose and intent.

It is the purpose and intent of this chapter for the city council to exercise its police powers derived from Section 7 of Article XI of the California Constitution and state law to promote the health, safety, and general welfare of the residents and businesses of the city of Stanton by regulating cannabis within the city’s jurisdictional limits, unless preempted by state law.

5.77.020 Severability.

If any provision of the ordinance codified in this chapter is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity will not affect the remaining provisions of the ordinance and chapter, which can be implemented without the invalid provisions, and to this end, the provisions of this ordinance are declared to be severable.

5.77.030 Definitions.

The definitions in this Chapter shall be as defined in Section 5.76.040 of the Municipal Code. All definitions pertaining to cannabis regulation that do not appear in this Section or Section 5.76.040 shall be governed by Business and Professions Code Section 26001, which are hereby incorporated by reference. Additionally, the following definitions apply to this Chapter:

“Applicant” means person applying for a permit under this chapter, including any officer, director, partner, or other duly authorized representative applying on behalf of an entity.

“Caregiver” or “primary caregiver” has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

“City manager” means the Stanton city manager, or designee.

“Commercial cannabis activity” means possession, manufacture, distribution, processing, storing, laboratory testing, cultivating, compounding, packaging, labeling, transportation, dispensing, research and development, delivery, or sale of cannabis or cannabis products for commercial purposes, whether for profit or nonprofit.

“Commercial cannabis business permit” or “Permit” means a regulatory permit issued by the city of Stanton pursuant to this chapter, to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the city. The initial permit and annual renewal of a commercial cannabis business is made expressly contingent upon the business’s ongoing compliance with all of the requirements of this chapter and any regulations adopted by the city governing the commercial cannabis activity at issue.

“Continual operation” shall mean the Cannabis Business operates continuously and does not have a closure of operations for more than sixty (60) consecutive days, except for closures that result from mandatory government closures, earthquakes, weather, civil unrest, global pandemics, and other factors beyond the business’s control.

"Manager" means any person(s) designated by a Cannabis Business to act as the representative or agent of the Cannabis Business in managing day-to-day operations with corresponding liabilities and responsibilities, and/or the individual in apparent charge of the permitted premises of the Cannabis Business. Evidence of management includes, but is not limited to, evidence that the individual has the power to direct, supervise, or hire and dismiss employees, control hours of operation, creates policy rules, or purchases supplies.

"Owner" means any of the following:

(a) Any person with an ownership interest of ten percent (10%) or more in the Cannabis Business applying for a Permit pursuant to this Chapter;

- (b) The chief executive officer of an entity, including nonprofits;
- (c) A member of the board of directors of a for-profit or non-profit entity;
- (d) All persons within an entity that have a financial interest of ten percent (10%) or more in the proposed Cannabis Business, including but not limited to:
 - (1) A general partner of a Cannabis Business that is organized as a partnership;
 - (2) A non-member manager or managing member of a Cannabis Business that is organized as a limited liability company;
 - (3) Any person holding a voting interest in a partnership, association, or limited liability company;
 - (4) All officers or directors of a Cannabis Business that is organized as a corporation and all shareholders who individually own more than ten percent (10%) of the issued and outstanding stock of the corporation.

“Patient” or “qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health and Safety Code Section 11362.22.

“State license” means a permit or license issued by the state of California, or one of its departments or divisions, under MAUCRSA and any subsequent state of California legislation regarding the same to engage in commercial cannabis activity. A state license alone will not authorize the holder to operate a cannabis business, as state law also requires a permit or other authorization issued by a local jurisdiction.

5.77.040 Permit requirement—Maximum number of permits.

A. Permit Required. Except as specifically authorized in this chapter, all commercial cannabis activity is expressly prohibited in the city of Stanton. Any commercial cannabis business seeking to operate within the city must first apply for and be issued a commercial cannabis business permit to operate within the city. It is unlawful for any person to engage in, conduct, or carry on any commercial cannabis business or any commercial cannabis activity within the city of Stanton without a commercial cannabis business permit from the city.

B. Maximum Number of Commercial Cannabis Businesses. The city council may set by resolution the maximum number of each type of commercial cannabis businesses that may be permitted to operate at one time in the city. The city council, in its sole discretion, may amend the maximum number at any time. Nothing in this chapter creates a mandate that the city council must issue any or all of the commercial cannabis business permits.

5.77.050 Authority to enforce chapter.

The city manager has the authority to administer and enforce this chapter. The city manager may adopt supplemental regulations or policies to implement and interpret this chapter.

5.77.060 Service requirements.

Except as otherwise provided, any notice required to be served on an applicant or permittee under this chapter must be completed by either personal delivery or first class mail. Service by mail is deemed complete at the time of deposit in the mail. Any notice issued to an applicant or permittee may be sent to the mailing address as listed on the application submitted to the city. Failure of any applicant or permittee to receive a properly-addressed notice by mail shall not invalidate any action, decision, determination, or proceeding under this chapter

5.77.070 Application procedure.

A. Application Required. Any person seeking to obtain a permit to operate a commercial cannabis business must submit a written application, signed under penalty of perjury, to the city using a form adopted by the city for that purpose.

B. Application Fee and Refundable Deposit. At the time of filing, each applicant must pay:

1. A nonrefundable application fee established by resolution of the city council to defray the costs incurred by the city in the application process. The application and fee required under this section shall be in addition to any other license, permit, or fee required by any other section or chapter of this code; and,

2. A refundable deposit as established by resolution of the City Council to allow the City access to additional funds, as necessary, to recover administrative fees and costs including but not limited to fees and costs associated with processing an application, processing a permit, and background checks.

C. Application Insufficient to Operate. Submission of an application for a permit does not authorize the operation of a commercial cannabis business unless and until such permit has been properly granted by the city.

D. Application Contents. The city manager may adopt procedures governing applications for commercial cannabis business permits, including requiring certain information and documentation. At minimum, the application for a commercial cannabis business permit must contain or be accompanied by the following information:

1. The name and address for each commercial cannabis activity business owner and an explanation of the legal form of business ownership (e.g., individual, partnership, corporation, limited liability company, etc.).

2. If the applicant is not a natural person, its operative governing documents and any fictitious business statement.

3. The proposed hours of operation.

4. A description of any specific state cannabis license that the business either has obtained or plans to obtain. The business must describe how it will meet the state licensing requirements, and provide supporting documentation as required by the city manager.

5. The proposed address for the commercial cannabis business.

6. The name and address of the owners of the real property where the proposed commercial cannabis business is to be located, including unit or suite number, if applicable. In the event the applicant is not the owner of the property, the application must be accompanied by a notarized letter of intent from the owner of the proposed property for the Cannabis Business demonstrating the property owner's (1) acknowledgement that a Cannabis Business is being proposed as the business for the property; (2) consent for a Cannabis Business to operate at the property if awarded a Permit; and (3) acknowledgement that the property owner accepts any and all risks and liabilities, including but not limited to any Federal law enforcement action, associated with permitting a Cannabis Business to operate at the property.

7. Whether the applicant has had any license or permit relating to cannabis denied, suspended, or revoked by any agency, board, city, county, territory or state.

8. Proposed community benefits that will be provided to the City. Such community benefits shall be to offset secondary, nuisance issues related to cannabis and should be provided to improve or further public safety and/or quality of life for Stanton businesses and residents, as may be determined by the City.

9. Authorization for the city, its agents, and employees to seek verification of the information contained in the application.

10. The applicant and each cannabis business owner, as well as each employee who makes or will make operational or management decisions that directly impact the business, must undergo a background check for the purpose of obtaining information as to the existence and content of a record of state or federal convictions and arrests to be considered as set forth in this chapter. No person may be issued a commercial cannabis business permit unless they have first cleared the background check.

11. Such other identification and information as the city may reasonably require in order to verify the truth of the matters herein specified and as required to be set forth in the application.

12. Security Plan. A description and documentation of how the applicant will secure the premises twenty-four hours per day, seven days per week, and how waste derived from any cannabis commercial activity will be disposed of in a manner to ensure it may not be utilized for unlawful purposes. The security plan shall include, but is not limited to, the following:

a. Confirming that burglar alarms are operational and monitored by a licensed security company at all times and providing contact information for each licensed security company;

b. Identifying a sufficient number of licensed security personnel who will monitor the interior and exterior of the commercial cannabis business;

c. Confirming that the licensed security personnel will regularly monitor the parking lot and adjacent exterior of the property to ensure that these areas are free of individuals loitering or causing a disturbance and are cleared of employees and their vehicles one-half hour after closing;

d. Establishing limited access areas accessible only to authorized personnel including security measures to both deter and prevent unauthorized entrance into areas containing cannabis or cannabis products and theft of cannabis or cannabis products;

e. Storing all finished cannabis and cannabis products in a secured and locked room, safe, or vault, and in a manner as to prevent diversion, theft, and loss, except for limited amounts of cannabis used for display purposes, samples, immediate sale, if applicable based on the type of business;

f. Providing tamper-proof and tamper-evident packaging for finished cannabis products;

g. Preventing off-site impacts to adjoining or near properties; and

h. Limiting the amount of cash on the premises.

13. For commercial cannabis businesses applying for a permit to operate a delivery service:

a. Listing of all vehicles and devices to be used for delivery of cannabis or cannabis product within the city, which includes the vehicle's make, model, year, license plate number and vehicle identification number.

b. Identifying all persons who will deliver cannabis or cannabis product in the city. Such individuals must be at least twenty-one years of age at the time of submittal of the application.

14. An executed release of liability and hold harmless in the form as approved by the City Attorney, which shall include, but not be limited to, the following;

a. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any Permit pursuant to this Chapter or the operation of any property on which a Cannabis Business is located pursuant to this Chapter. Before obtaining a Permit and as a condition to the Permit, the Applicant or its legal representative shall execute an agreement that provides the following, without limitation:

(i) Indemnifying the City from any claims, damages, injuries or liabilities of any kind associated with the operation of the Cannabis Business or the prosecution of the Applicant or Permittee or its Managers or Employees for violation of Federal or State laws;

(ii) Agreeing to defend, at its sole expense and with legal representation selected by the City, any action against the City, its elected officials, agents, officers, and employees in any way related to or in connection with the processing or approval of Permit;

(iii) Agreeing to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to or in connection with the City's approval of a Permit. Agreeing that the City's participation in the defense of any such action shall not relieve the Applicant or Permittee of its obligation hereunder; and,

(iv) Acknowledging that the application, scoring, and potential awarding of a Permit may be subject to challenge by other Applicants based upon the administrative appeal procedure, as set forth in this Chapter. Acknowledging that by nature of the City having administrative appeals, the appeal procedure may necessarily affect the Permittee's licensing process, including, but not limited to, scoring, ranking, and ultimate ability to obtain a Permit, and that the Permittee acknowledges and accepts the risks with accepting a Permit. Further acknowledging that by being selected and qualifying as a top Applicant for a Permit in no way creates any rights in or entitlement to the Permit, which is subject to suspension or revocation as provided in this Chapter.

15. A statement in writing and dated and signed by the person providing the information that he or she certifies under penalty of perjury that all information contained in the application is true and correct

5.77.080 Review of applications—Grounds for denial—Right to appeal—Notice of denial.

A. Investigation. After receipt of an application, City staff shall review applications for completeness of the application requirements and general compliance with the City's Municipal Code, including a preliminary zone check to ensure the proposed location of the Cannabis Business is located in an authorized zone, or any other applicable laws and any adopted resolutions or regulations, and shall reject any application that does not meet such requirements. Rejected applications shall not be scored. Notwithstanding the foregoing, in accordance with this Chapter and any adopted

resolutions or regulations, the City may allow Applicants to cure insubstantial defects in a defective application.

B. Review Committee Established. Once an application has been deemed complete, the application shall be reviewed, analyzed, and scored by the Cannabis Application Review Committee. The Cannabis Application Evaluation Committee shall be composed of at a minimum three individuals with no pecuniary interest in any application. Other criteria for the Evaluation Committee may be adopted by the City Council via Resolution. Members of a Cannabis Application Evaluation Committee shall be appointed by the City Manager to review and score each application based on the general criteria identified in this Chapter.

C. Review Criteria Established. The City Manager shall be responsible for developing and proposing objective review criteria, which, at a minimum, demonstrates an applicant's ability to operate safely and in a responsible manner that reflects the community and needs of the City, and demonstrates an applicant's financial longevity and profitability. The objective review criteria shall be submitted to and approved by the City Council through the adoption of a resolution. The specific criteria and weighting (points per criteria) for each Permit type will be determined prior to the commencement of the application period and posted publicly.

1. The following general criteria shall be used to rank applications, including, but not limited to the following:

a. Previous adult-use retail experience that was subject to state cannabis regulation, or experience in a similarly state-regulated activity (by way of example and not limitation, alcohol sales).

b. Longevity and profitability in other jurisdictions in which the Applicant operates a Cannabis Business, if applicable.

c. Community engagement in terms of provision of providing meaningful community benefits.

d. Incorporating social equity into the Cannabis Business, such as, including, without limitation, providing a living wage, collective bargaining rights, comprehensive employee benefits and trainings, hiring practices ensuring promotion of diversity of employees, inclusionary programs which support a diverse work force, and compliance with local, state, and federal employee non-discrimination policies.

2. Each application will be independently scored by the Cannabis Application Review Committee. At any time during the application review process, the City shall have the right, but shall not be required, to verify the accuracy of any portion or all of the information provided in the application, through any reasonable means. The scores awarded by the Cannabis Application Evaluation Committee shall be totaled and averaged for each Applicant. The Applicants shall then be ranked from highest to lowest based on their final averaged scores. The final scores issued by Cannabis Application Evaluation Committee are final.

3. The top ranked Applicants that have passed the comprehensive background checks will be reviewed and considered for the issuance of a Permit by the City Manager (in this specific instance, the term “City Manager” does not include their designees and is limited to the individual who is actually appointed as the City Manager). However, nothing herein requires the City to approve any Permits or to approve the maximum number of Permits. The decision of the City Manager is final, unless appealed as set forth in this Chapter.

4. Issuance of a Permit under this Chapter is subject to compliance with the California Environmental Quality Act (“CEQA”). Applicants shall be responsible for all costs associated with CEQA compliance, including but not limited to environmental analysis and studies, preparation of the appropriate CEQA documents, and City review time of the environmental document, including but not limited to any attorney review.

D. Grounds for Denial. After the completion of the city’s investigation, the city manager shall deny the issuance a commercial cannabis business permit if any of the following findings are made:

1. The requirements of this chapter have not been satisfied, including if the applicant failed to submit a complete application or failed to pay the requisite application fee.

2. The applicant, any Owner, or any proposed manager has had any cannabis-related or any other type of business, or professional license or permit denied, suspended, or revoked for cause by any agency, board, city, county, territory, or state.

3. The applicant, any Owner, or any proposed manager has been convicted of a violent felony as defined by California Penal Code Section 667.5, or equivalent offenses in other states.

4. The applicant, any Owner, or any proposed manager has been convicted of a crime involving dishonesty, fraud or deceit, including, but not limited to, fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, or equivalent offenses in other states.

5. The applicant, any Owner, or any proposed manager has been convicted of any felony offense involving the illegal sale, distribution, or possession of a controlled substance, not including cannabis-related offenses.

6. The applicant, any Owner, or any proposed manager has been convicted of any offense involving the abuse (in any manner including physical, sexual, or emotional), neglect, exploitation, or the willful harming or injuring of a child or a minor, including, but not limited to those acts as defined in the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.).

7. The applicant, any Owner, or any proposed manager has been convicted of any offense involving human trafficking.

8. The applicant, any Owner, or any proposed manager has made a false, misleading or fraudulent statement or omission of fact to the city in the application, or in the permit application process.

9. The commercial cannabis business does not comply with all applicable state and local laws and regulations, including, but not limited to, health, building and safety, zoning, and fire requirements and standards.

10. The applicant, any Owner, or any proposed manager is a natural person under twenty-one years of age.

E. Denial of Application. If the city manager determines that an applicant does not fulfill the requirements as set forth in this chapter, the city manager must deny the application.

F. Right to Appeal. An applicant may appeal the city manager's decision denying an application for a commercial cannabis business permit in accordance with the procedures set forth in this chapter.

G. Notice of Denial. The city must serve the applicant with a written notice of denial. The notice must state the reasons for the denial, the right of the applicant to appeal the decision, and that the city manager's decision is final if no written appeal is timely submitted to and received by the city, pursuant to Section 5.77.130 of this chapter.

5.77.090 Permit issuance.

A. Issuance of a commercial cannabis business permit is conditioned upon the applicant first obtaining all required land use approvals, a city business license, and, if applicable, Orange County fire authority approval. Before issuing any permit, the city manager must determine that all other permits, licenses, and conditions of approval have been met or are in good standing. Issuance of a commercial cannabis business permit does not create a land use entitlement.

B. Community Benefit Agreement. As a condition to being issued a Permit, within forty-five (45) days of being issued a Permit, the Permittee shall enter into a community benefit agreement with the City contractually memorializing the community benefits they shall provide to the City, as noted in their applications, as well as a schedule of implementation. Permittees may provide a greater level of community benefit than noted in their applications; whether the benefit is a "greater level" shall be determined by the City in its sole and absolute discretion. The City also has the discretion to accept an in-lieu fee from a Permittee to satisfy the community benefit requirement. Implementation of such community benefits shall be required within sixty (60) days of being issued a Permit and shall continue throughout the term of the Permit and any renewal thereof. The City shall use any in-lieu fees to improve or further public safety and/or quality of life for Stanton businesses and residents, in its sole and absolute discretion.

Permittee's required implementation of the community benefits shall be required notwithstanding whether a Permittee is operating a cannabis business or not. A Permittee's failure to abide by any of the terms of its community benefit agreement with the City shall constitute grounds for suspension or revocation of the Permit.

C. Zone Clearance. Applicants approved for a Permit shall submit a zone clearance application in accordance with the following procedure:

1. Community Development Director Action. The Community Development Director may issue a zone clearance only after determining that the request complies with all applicable standards and provisions for the category of use in the zoning district of the subject parcel, in compliance with this Zoning Ordinance.

2. All interior and exterior building improvements, including façade improvements, shall be reviewed for substantial conformance with the Permittee's application and proposal. Minor deviations may be approved by the City Manager.

3. All interior and exterior building improvements, including façade improvements, shall be reviewed for substantial compliance with the findings in the City's site plan and design review chapter of this Code prior to issuance of a zone clearance. The zone clearance for the location does not excuse compliance with any other requirement in the Zoning Ordinance or Building Code and any additional permits required may be obtained after the Permit is issued but before operation.

4. Separate Cannabis Businesses may be located within the same building so long as they have independent suites and the City finds that multiple Cannabis Businesses located in the same building are not detrimental to the health, safety, or welfare of the surrounding neighborhood. The City may impose conditions as deemed reasonably necessary to ensure compliance with the requirements of this Chapter.

5. A Cannabis Business may be located within multiple buildings so long as the applicant obtains all entitlements and approvals necessary from all state and local agencies. Any other use that is connected to a Cannabis Business shall be ancillary to the retail use. At a minimum, the City will require the buildings to be immediately adjacent to each other and exist on one lot. To ensure compliance with this Chapter, the City may require the applicant to obtain additional entitlements, including, but not limited to a lot tie. In no instance may an applicant occupy multiple buildings and/or lots not in compliance with this Section.

5.77.100 Permit—Validity—Expiration.

A. A commercial cannabis business permit is valid upon issuance and continues in effect until it expires automatically twelve (12) months after the date of its issuance, unless extended or sooner suspended, or revoked under this chapter.

B. If a Permittee has not opened its respective Cannabis Business and become operational within twelve (12) months of securing City Manager approval of a

Permit, all rights to the Permit shall terminate and shall be forfeited. However, in the sole discretion of the City Manager, upon a showing by Permittee of significant and diligent progress towards opening the Cannabis Business (e.g., evidence demonstrating substantial funds invested into the Cannabis Business opening, applications submitted for any necessary licenses or permits, and/or substantial steps taken towards obtaining all necessary approvals), the City Manager may provide one, six-month extension of time to become operational.

The City may also provide up to one, six-month extension of time to become operational if there is an ongoing local emergency or *force majeure* that results in substantial delay in processing any of the necessary approvals for the Permit. For purposes of this chapter, “force majeure” is an unforeseeable circumstance that was outside of the Permittee’s control that the Permittee could not reasonably anticipate, including, without limitation, acts of God, war, pandemics, and strikes. It does not include issues such as, without limitation, problems with financing. The total time of any extension provided pursuant to this subsection shall not exceed a maximum of two years after the City Manager’s original approval of the Permit. Failure to receive any extension shall render the Permit expired.

C. Notwithstanding the foregoing, any Permittee that received a Permit in November 2021 shall be required to be operational by May 31, 2023. Failure to become operational by May 31, 2023 shall result in the automatic expiration of the Permit, except that a Permittee may apply for an additional six-month extension due to an ongoing local emergency or *force majeure*, as provided above. For purposes of this section, “operational” means that the business is regularly and consistently open for retail business for a substantial portion of the month (i.e., at least 120 hours a month).

D. Waitlist rule. If any of the issued Permits have expired, terminated or become forfeited as provided in subsections (A), (B), or (C) above, the City has the sole and absolute discretion to consider the next ranked Applicant from the most recent screening application process; however, once the maximum number of Permits has been issued by the City, the waitlist shall expire two years thereafter.

E. Nothing herein requires the City to draw from a waitlist; the City has the sole and absolute discretion to forego a waitlist and re-open the application period to accept new applications at any time.

5.77.110 Renewal of cannabis business permits.

A. Renewal Application Deadline. Except for permits that were issued in November 2021, an application for renewal of a commercial cannabis business permit must be filed at least sixty calendar days before the expiration date of the current permit. Failure to submit a renewal application prior to the expiration date of the permit will result in the automatic expiration of the permit on the expiration date. Permittees that were issued permits in November 2021 shall submit their application for renewal by March 31, 2023. Any permittee allowing his or her permit to lapse or expire shall be required to submit a new application and pay the corresponding initial application fees. The City is

not required to send a renewal notice to any person subject to the provisions of this Section. Failure to send such notice shall not relieve nor excuse the Cannabis Business from complying with its obligations under this Section.

B. **Renewal Application Requirements.** A permittee may apply for renewal of a permit by submitting a written application, under penalty of perjury, to the city manager, who must conduct an investigation. The city manager may adopt renewal application forms and procedures for this purpose. The applicant must pay a fee in an amount to be set by the city council to defray the costs of processing the renewal permit application. A permittee submitting a renewal application is required to update the information contained in the original permit application and provide any new or additional information as may be reasonably required by the city manager in order to determine whether the permit should be renewed, including but not limited to documentation evidencing that the Permittee has paid all applicable taxes and fees, including any taxes and fees set forth in Chapter 5.76, and that Permittee has fulfilled its community benefit obligations.

C. **Decision on Renewal Application.** The city manager must investigate the renewal application and render a decision no later than the date of expiration of the permit.

D. **Renewal.** The city manager will renew a permit if he or she confirms the permittee has been and remains in current compliance with all conditions of the permit, with all provisions of this chapter, and with all state and local laws applicable to cannabis businesses.

E. **Conditions.** The city manager may impose additional conditions to a renewal permit, if he or she determines it to be reasonably necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare.

F. The decision of the City Manager is final, unless appealed as set forth in this Chapter.

5.77.120 Grounds for suspension, revocation, and nonrenewal.

A. The city manager may suspend, revoke, or refuse to renew a commercial cannabis business permit in any of the following circumstances:

1. The city manager makes any findings necessary to deny a permit under Section 5.77.080 of this chapter.

2. Except for permittees that received their permits in November 2021, the commercial cannabis business has not been in regular and continuous operation in the four months before the renewal application is submitted.

3. A permittee failed to comply with the requirements of this chapter or of any regulations adopted pursuant to this chapter, or any term or condition imposed on the permit.

B. Decision Appealable. A permittee may appeal the city manager's decision denying a renewal application, or suspending or revoking a permit, in accordance with the procedures set forth in this chapter.

C. Notice. The city manager must serve the permittee with a written notice of nonrenewal, suspension, or revocation. The notice must state the reasons for the action, the effective date of the decision, the right of the applicant to appeal the decision, and that the city manager's decision will be final if no written appeal is timely submitted to and received by the city, pursuant to Section 5.77.130 of this chapter. This notice is effective ten calendar days following the date of service of the notice. If an appeal is timely and properly filed in accordance with this chapter, then the effective date of the notice is stayed.

5.77.130 Appeals.

Any appeal right provided for in this chapter must be conducted as set forth in this section.

A. Submission of Appeal.

1. An applicant or permittee may appeal the decision of the city manager to a hearing officer to suspend, revoke, or deny, or impose conditions upon a commercial cannabis business permit, by filing with the city clerk a written notice of appeal within fifteen calendar days from the date of service of the notice.

2. The notice of appeal shall be in writing and signed by the person making the appeal, or his or her legal representative, and shall contain the following:

- a. The name, address, telephone number of the appellant;
- b. A statement of whether the appellant is an applicant or permittee of a commercial cannabis business;
- c. A true and correct copy of the notice of the decision or action issued by the city manager that the appellant is appealing;
- d. A specific statement of the reasons and grounds for making the appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy, the basis of the appeal, and the relief requested; and
- e. All documents or other evidence pertinent to the appeal that the appellant requests the hearing officer to consider at the hearing.

3. At the time of filing the appellant must pay the designated appeal fee, which may be established by resolution of the city council.

4. In the event a written notice of appeal is timely filed, the suspension, revocation, denial, or nonrenewal is not effective until a final order has been rendered and

issued by the hearing officer. If no timely, proper appeal is filed in the event of a decision of denial, the permit expires at the conclusion of the term of the permit. If no timely, proper appeal is filed in the event of a suspension or revocation, the suspension or revocation is effective upon the expiration of the period for filing a written notice of appeal.

5. Failure of the applicant or permittee to file a timely and proper appeal, or the requisite fee, is a waiver of the right to appeal the decision of the city manager and a failure to exhaust all administrative remedies. In this event, the city manager's decision is final and binding.

B. Hearing Procedure.

1. Administrative hearing officers must be selected in a manner that avoids the potential for pecuniary or other bias.

2. Upon receipt of the written appeal, the city clerk, in their sole discretion, shall choose the date and set the matter for a hearing before a hearing officer. Once set, the hearing date shall only be continued upon a written showing for good cause by the requestor. For purposes of this subsection, the term "good cause" shall mean the hearing date must be continued due to circumstances outside of the requestor's control. The appeal must be held within a reasonable time after date of filing. The City must notify the appellant of the date, time, and location of the hearing at least ten calendar days before the date of the hearing.

3. Upon selection of a hearing officer and date, the City Clerk will submit to the hearing officer the appellant's appeal and documentation, if any. This shall constitute appellant's written submittal to the hearing officer. The City may submit its own written response to the appeal along with any evidence it wishes the hearing officer to consider, if any, at least three (3) calendar days before the hearing.

4. The hearing officer will preside over the appeal in accordance with the rules of this Chapter. The hearing officer conducts their review of the decision to determine whether there was an abuse of discretion. Abuse of discretion is established if the City has not proceeded in the manner required by law, the decision is not supported by the findings, or the findings are not supported by the evidence. The hearing officer reviews the decision to make sure there is substantial evidence that reasonably supports the decision, is credible, and of solid value. The hearing officer does not substitute their judgment for that of the Evaluation Committee or re-weigh the evidence or rescore the application. If the hearing officer determines that there was an abuse of discretion, the decision shall be deemed cancelled.

5. The hearing shall be conducted as follows:

a. No new matter or evidence shall be received or considered by the hearing officer that was not addressed or identified in the appeal unless the appellant can show why such new matter or evidence could not with due diligence have been argued or produced at the time of filing the appeal.

b. Appellant bears the burden of proof to establish that the City abused its discretion by issuing the decision.

c. At the hearing, the parties may present argument, witnesses and evidence relevant to the decision appealed. Formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. However, rules of privilege are applicable to the extent they are permitted by law; and irrelevant, collateral, and repetitious evidence may be excluded.

C. Hearing Officer's Decision.

1. No later than fifteen (15) calendar days following conclusion of the appeal hearing, and after considering all of the testimony and evidence submitted at the hearing, the hearing officer will determine whether the issuance of the decision constituted an abuse of discretion.

2. The hearing officer must issue a written decision containing findings and analysis supporting their decision to uphold or reverse the decision, and any other finding that is relevant or necessary to the subject matter of the appeal.

3. The decision of the hearing officer is final. The decision must contain the following statement: "The decision of the hearing officer is final. Judicial review of this decision is subject to the time limits set forth in California Code of Civil Procedure Section 1094.6."

4. A copy of the hearing officer's decision must be served by first class mail on the appellant. Failure of a person to receive a properly addressed hearing officer's decision does not invalidate any action or proceeding by the city pursuant to this Chapter.

5.77.150 Transfer or Assignment of cannabis business permit.

A. A commercial cannabis business permit issued under this chapter is valid only as to the permittee and approved location.

B. Multiple operating locations for the same cannabis business require separate permits.

C. No cannabis business permit may be sold, transferred, or assigned by a permittee, or by operation of law, to any other person or entity, except as provided in this Chapter. Any such sale, transfer, or assignment, or attempted sale, transfer, or assignment is deemed to constitute a voluntary surrender of such permit and such permit shall thereafter be null and void.

D. The assignment of or attempt to assign any Permit issued pursuant to this Chapter is unlawful until a Permittee has been in continual operation for four years, and any such assignment or attempt to assign a Permit before that time shall render the Permit null and void, unless approved by the City Manager, or by variance as outlined in subsections (E) and (F) below. Assignment shall be defined as a cumulative sale or

transfer of fifty-one percent or more equity interest in the permitted entity. For permissible transfers of ownership before or during the four-year period, the Owners shall maintain a comparable level of cannabis experience as conveyed in the Permittee's application. The City Manager shall review changes in the level of the Owners' cannabis experience, and may approve the changes. After the four years of continual operation, assignment is permitted; provided however that any such assignment that exceeds ninety percent of interest in the permitted entity shall require review by the City Manager to ensure maintenance of the same standard of operation.

E. Assignments prior to compliance with the required four years of continual operation may be approved by the City Manager in the event of the death, disability, marriage, divorce, or domestic partnership of one of the Owners named on the Permittee's application. The City Manager shall review these requested assignments to ensure maintenance of the same standard of operation, and may approve the changes.

F. Variance Process. Notwithstanding the above, a Permittee may apply to the Planning Department for approval of a prohibited assignment not to exceed a cumulative assignment or transfer of up to eighty-five percent of interest in the Permit for the first two years of continual operation, and one hundred percent cumulative assignment or transfer after two years of continual operation, or as otherwise allowed by this Chapter. Following a public hearing on the proposed assignment or transfer, the City Manager may approve the request if it finds that:

1. The same standard of business operation will be maintained;
2. The ownership shall maintain a comparable level of cannabis experience as conveyed in the Permittee's application;
3. The assignment would promote the public interest and maintain the integrity of the City's Commercial Cannabis Permit application scoring and licensing process; and
4. The findings that supported issuance of the Permit can still be made, including requiring any new Owner to pass the comprehensive background check as set forth in this Chapter.

G. The decisions of the City Manager are final.

H. Merger or Consolidation with Publicly Traded Companies. With the understanding that publicly traded companies have notably different regulations, operational structure, and ownership structure, compared to privately held companies, the merger into, consolidation with, or transfer of ownership to a publicly traded company shall not be considered a prohibited assignment of a Permit under this section as long as the following conditions are met.

1. At the time the merger, consolidation, or transfer occurs, the Permit Owners listed on the Permit or application, whichever is most recent ("Permit Owners"),

prior to the merger, consolidation, or transfer shall be required to hold at least three and one-half percent of the shares of the publicly traded company.

2. The Permit Owners prior to the merger, consolidation, or transfer shall be substantially involved in the operations of the company for the first four years of continual operation, unless authorized through the variance process above.

3. At the time the merger, consolidation, or transfer occurs, at least one of the Permit Owners prior to the merger, consolidation, or transfer shall hold a seat on the board of directors of the publicly traded company. If that board member steps down or is no longer a member of the board of directors, the company shall notify the City Manager of this change, and to the extent possible, one of the other Permit Owners prior to the merger, consolidation, or transfer shall be appointed to the board of directors.

4. After merger, consolidation, or transfer, the Cannabis Business shall continue to adhere to the business plan, security plan, and design concept sections included in the applicable application for the Permit.

5. After merger, consolidation, or transfer, the branding of the Cannabis Business, including the name of the business as it operates in the City, shall be required to be the same as identified in the applicable application for the Permit. At no time, unless after four years of continual operation, unless approved by City Manager, shall the branding, including the name of the Cannabis Business, be allowed to deviate from what was identified in the application for the Permit

6. Documentation of the satisfaction of the above-referenced conditions shall be provided to the City when the change occurs. If the change occurs prior to the issuance of a Permit, documentation of the satisfaction of the above-referenced conditions shall be provided at the time a Permit is applied for.

7. No Permittee shall operate, conduct, manage, engage in, or carry on a Cannabis Business under any name other than the name of the Cannabis Business specified in the permit and/or any "doing business as" or "DBA" provided in the permit application, unless specified in this Chapter.

I. All assignments under this Section shall be subject to a non-refundable assignment fee adopted by the City Council by resolution. The fee shall be sufficient to defray the costs incurred by the City for the application and reviewing process. J. The City may approve the transfer of a Cannabis Business to another location in the City as long as the locational and zoning requirements of this Chapter and State law are met, and the new location meets or exceeds the standards and operational characteristics of the current location. The City Manager may approve or deny requests to transfer the Permit to another location, which decision shall be final, subject to a right to appeal as provided in this chapter.

5.77.160 Fees.

The city council may establish by resolution, and from time to time may amend, the fees for the administration of this chapter, including, but not limited to, original application, renewal application, inspection fees, assignment fees, and appeal fees. Fees required by this chapter are in addition to any other fees that may be required under any other section, provision, or chapter of this code. No person may commence or continue any commercial cannabis activity in the city without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. The amount of any fee, cost or charge imposed pursuant to this chapter is a debt to the city of Stanton that may be recovered by any means authorized by law.

5.77.170 General operating requirements.

All commercial cannabis businesses in the city must operate in conformance with the following general operating requirements:

A. Hours of Operation. Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the city.

B. Restriction on Consumption. No person may consume, or permit others to consume, any cannabis on the premises of any commercial cannabis business.

C. Minors. A commercial cannabis business may not sell cannabis or cannabis products to persons under twenty-one years of age, allow any person under twenty-one years of age on its premises, or employ or retain persons under twenty-one years of age. Despite the prior provision, a commercial cannabis business holding a state license for commercial cannabis activity involving medicinal cannabis may allow on the premises and sell cannabis or cannabis products to any person eighteen years of age or older who possesses a valid government-issued identification card, and either a valid county-issued identification card under Section 11362.712 of the Health and Safety Code or a valid physician's recommendation for himself or herself or for a person for whom he or she is a primary caregiver.

D. Alcohol and Tobacco Sales. A commercial cannabis business may not sell alcoholic beverages or tobacco products on or at any premises permitted under this chapter.

E. Distance Requirements. A premises permitted under this division may not be located within a six-hundred-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the permit is issued, or within a four-hundred-foot radius of a property zoned residential.

F. Outdoor Cultivation. A permittee may not cultivate cannabis outdoors. No permit may be issued pursuant to this chapter for outdoor commercial cannabis cultivation.

G. Display and Storage. No cannabis, cannabis products, or graphics depicting cannabis or cannabis products may be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted.

H. Tracking of Product and of Gross Sales. Each commercial cannabis business must implement a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business, including such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed reasonably necessary by the city. Each commercial cannabis business must ensure that such information is compatible with the city's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the city's consultant before being used by the permittee.

I. Compliance with State Laws and Regulations. All cannabis and cannabis products sold, distributed, or manufactured must be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations.

J. Emergency Contact. Each commercial cannabis business shall provide the city manager or designee(s) with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

K. Security Measures. All cannabis businesses shall maintain a commercial burglar alarm monitoring system, and install a video surveillance system, as approved by police services, which shall continuously surveil the immediate exterior of the site as well as all areas of the interior (excepting the restroom(s)), including all locations where points of sale occur, twenty-four (24) hours. Footage from such surveillance shall be retained for at least forty-five (45) days.

L. Security Breach. A cannabis business shall notify the Orange County sheriff's department as soon as possible, and no later than twenty-four hours, after discovering any of the following:

1. Diversion, theft, loss, or any criminal activity involving the cannabis or cannabis product or any agent or employee of the permittee;
2. The loss or unauthorized alteration of records related to cannabis or cannabis product, registered qualifying patients, primary caregivers or employees or agents;
3. Significant discrepancies identified during inventory; or
4. Any other material breach of security.

M. Background Checks.

1. Employees. Prior to hiring, all potential employees must submit to a comprehensive background check by Permittee. Permittee must ensure that each potential employee meets the requirements of Section 5.77.080(D). For each potential employee, before beginning employment, Permittee must submit a sworn affidavit attesting (1) that a comprehensive background check was conducted in conformance with this Chapter and (2) the potential employee is in compliance with Section 5.77.080(D).

2. Owner and Manager. Prior to the addition of a new or additional Manager or Owner (when permitted by this Chapter), Permittee must conduct a comprehensive background check demonstrating compliance with the requirements of Section 5.77.080(D). For each new or additional potential Manager and Owner, Permittee must submit the results of the comprehensive background check to the City. The City will have twenty-one (21) days to review and approve the background check for compliance with this Chapter.

N. Odor Control. Odors must be contained on the property on which the commercial cannabis activity is located. If the city receives any odor complaints, the cannabis business is required to cooperate with the city to correct odor concerns. This may include, without limitation, paying for a third party consultant, as selected by the City, to measure the level of odor at the business and/or make findings and/or a plan on how to address such odor issues. The city may require, among other things, installation of odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility if reasonably necessary. Unresolved or repeated odor complaints may be basis for suspension, revocation, denial, or nonrenewal of a permit.

O. Display of Permit and City Business License. Each business must maintain a business license from the city. The original copy of the commercial cannabis business permit issued by the city pursuant to this chapter and the city-issued business license must be prominently displayed inside the commercial cannabis business in a location readily-visible to the public.

P. Records and Recordkeeping. Each business must maintain for a minimum of three years a written accounting or ledger of all cash, receipts, credit card transactions, and reimbursements (including any in-kind contributions), as well as records of all operational expenditures and costs incurred by the permittee, in accordance with generally accepted accounting practices and standards typically applicable to business records, which shall be made available to the city during business hours for inspection as provided for in this chapter.

Q. Other Permits and Approvals. Before the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency

which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate.

1. All applications submitted to the City for any entitlements required under this Chapter shall be, at a minimum, in substantial compliance with the application for a Permit, its contents, and any attachments thereto. The City Manager, in their sole discretion, may grant an exception to the substantial compliance standard if it can be shown by the applicant why there is good cause to grant the exception. For purposes of this subsection, the term "good cause" shall mean the hearing date must be continued due to circumstances outside of the requestor's control. The City may obtain all information and documentation from the applicant necessary to determine whether good cause exists.

R. Changes to Premises. Permittee shall not make a physical change, alteration, or modification of the permitted premises without the prior written approval of the City. If a permitted premises is to be changed, modified, or altered, the Permittee is responsible for applying for and securing all necessary City approvals, project plan approvals, and permits.

S. Insurance. Maintain commercial general liability insurance, at coverage limits and with conditions thereon determined reasonably necessary by the city manager.

T. Indemnity. By accepting the permit, each permittee agrees to indemnify, defend (at permittee's sole cost and expense), and hold the city of Stanton, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities, or losses that arise out of, or which are in any way related to, the city's issuance of the commercial cannabis business permit, the city's decision to approve the operation of the commercial cannabis business or activity, the process used by the city in making its decision, or the alleged violation of any federal, state, or local laws by the commercial cannabis business or any of its officers, employees, or agents.

U. Changes to Application Information. If, during the term of a permit, the permittee proposes any change in information submitted on the original or renewal application, the permittee must notify the city in writing of any such proposed change, and same must be approved by the city manager before the change takes place. This includes, without limitation, any change to the people or vehicles used for a delivery service and any change to the security plan.

V. Marketing and Advertising.

1. All advertisements and marketing, including off-site advertising signs, on-premises signs, labels, and billboards by Permittee shall comply with this Chapter and any regulations implemented by the State or any of its divisions or departments, and California Business and Professions Code Chapter 15 of Division 10, as may be amended from time to time.

2. Advertisements and marketing may not be designed to appeal to children or encourage children to consume cannabis goods, contain any false or misleading statements, or make any misrepresentations.

W. Additional Operating Requirements. The city manager may impose additional operational requirements upon any permit as determined to be reasonably necessary to protect the public health, safety, and welfare of the community.

5.77.180 Specific operating requirements.

A. Storefront Retailers. Each storefront retailer in the city must operate in conformance with the following operating requirements:

1. Entrances into a storefront retailer must be locked with entry strictly controlled. Sally port doors with automated locking systems must be used to separate the reception area from the retail area.

2. Uniformed licensed security personnel must be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the county sheriff.

3. All cultivation, manufacturing, distribution, and retail activities performed by a permittee under a Type 12-microbusiness state license shall occur on the same permitted premises. areas of the premises for manufacturing and cultivation shall be separated from the distribution and retail areas by a wall and all doors between the areas shall remain closed when not in use.

B. Delivery Retailers. All delivery retailers in the city must operate in conformance with the following operating requirements:

1. Any person who delivers cannabis to a customer must have in possession a copy of the permit, which must be made available upon request to law enforcement.

2. Delivery vehicles may not advertise any activity related to cannabis nor may they advertise the name of the permittee.

3. All orders to be delivered shall be packaged by the names of the customer.

4. The Permittee shall maintain a current list of all vehicles and devices to be used for delivery of cannabis or cannabis product within the city, which includes the vehicle's make, model, year, license plate number and vehicle identification number. This list shall be available for City inspection upon request.

5. The Permittee shall maintain a current log of all persons who deliver cannabis or cannabis products in the city. This log shall be available for City inspection upon request.

C. Cultivation Facilities. Each cultivation facility in the city must operate in conformance with the following operating requirements:

1. Outdoor commercial cultivation is prohibited;
2. Cannabis plants may not be visible from a public or private road, sidewalk, park, any common public viewing area, or adjacent private property.

5.77.190 Permittee responsibility.

It is the responsibility of the permittees to ensure that a commercial cannabis business complies with all applicable state and locals laws, and any regulations promulgated thereunder, at all times. In construing and enforcing this chapter and any regulations promulgated under this chapter, the act, omission, or failure of an agent, officer, representative, or other person acting for or employed by a permittee, within the scope of his or her employment or office, shall in every case be deemed the act, omission, or failure of the permittee.

5.77.195 Discourage Illegal, Criminal, or Nuisance Activities.

A. For purposes of this Section, "illegal, criminal, or nuisance activities" includes, but is not limited to, disturbances of the peace, public intoxication, drinking alcoholic beverages in public or on the site of the permitted premises, smoking or ingesting cannabis goods in public or on the site of the permitted premises, illegal drug activity, vandalism, obstruction of the operation of a another business, harassment of passersby, gambling, prostitution, public urination, lewd conduct, drug trafficking, excessive loud noise, litter, or any other behavior that adversely affects or detracts from the quality of life for adjoining residents, property owners, or businesses.

B. Every Permittee shall take reasonable steps to discourage persons on the site of the Cannabis Business, and within any parking areas under the control of the Permittee, from engaging in illegal, criminal, or nuisance activities.

C. Property maintenance. The Cannabis Business site, building, premises, and all associated parking areas, including the adjacent area under the control of the Permittee and any sidewalk or alley, shall be maintained in an attractive condition and shall be kept free of obstruction, trash, litter, and debris.

D. Graffiti. Permittee shall remove graffiti from the premises within forty-eight (48) hours of its occurrence.

E. Nuisances. Commercial cannabis activity shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, vibration, or other negative impacts, and shall not be hazardous due to use or storage of

materials, processes, products, chemicals, or wastes. Commercial Cannabis Activity shall not adversely affect health, safety, or welfare of any persons engaged in the operation of the Cannabis Business.

5.77.200 Inspection and enforcement.

A. Violations Unlawful. It is unlawful and declared a public nuisance for any person to operate, conduct, or maintain a commercial cannabis business contrary to the provisions of this chapter.

B. Right of Entry. Personnel of the city's public safety department, community development department and administrative services and finance department or other agents or employees of the City, as well as the police department and fire department ("Inspecting Authorities"), have the right to enter the location of all interior and exterior portions of any commercial cannabis business, and all rooms, buildings, structures, and portions thereof, during regular business hours, for the purpose of making reasonable unscheduled inspections to verify and enforce compliance with this chapter and to ensure that the business is safe, clean, sanitary, and in good repair. These Inspecting Authorities shall also have unimpeded access to inspect all on-site locations, records, reports, documents, points of sale, product, surveillance footage, and any other access deemed necessary to ensure compliance with this Chapter.

C. Interference with Inspection. It is unlawful for any person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection and, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this chapter or under state or local law. Failure to cooperate with or refuse an inspection is subject to suspension, revocation, or nonrenewal of a permit. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this chapter.

D. Criminal Penalties. Any person who violates any provision of this chapter is guilty of a misdemeanor punishable by a fine of up to one thousand dollars, or by imprisonment in the County Jail not exceeding six months, or by both such fine and imprisonment, except the city attorney may prosecute a violation of this chapter as an infraction, in his or her discretion, subject to the penalties in Chapter 1.10 of this code.

E. Administrative Citations. Administrative citations may be issued for violations of the provisions of this chapter, as set forth in Chapter 1.12 of this code; provided, however, that each violation is punishable by a fine of one thousand dollars.

F. Civil or Equitable Enforcement. The city attorney may bring a civil or equitable action, at his or her discretion, to seek the abatement of any violation of this code.

G. Aiding, Abetting, and Omissions. Whenever in this chapter any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.

H. Ongoing Violations. Each and every day a violation is maintained, caused, aided, abetted, concealed, suffered, or permitted is a separate offense.

I. Remedies Cumulative. The remedies, procedures, and penalties provided by this chapter are cumulative to each other and to any other available under city, state, or federal law.

Chapter 5.77 COMMERCIAL CANNABIS BUSINESSES

Attachment: B

Click here to return to the agenda.

- 5.77.010 Purpose and intent.
- 5.77.020 Severability.
- 5.77.030 Definitions.
- 5.77.040 Permit requirement—Maximum number of permits.
- 5.77.050 Authority to enforce chapter.
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- 5.77.080 Review of applications—Grounds for denial—Right to appeal—Notice of denial.
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5.77.010 Purpose and intent.

It is the purpose and intent of this chapter for the city council to exercise its police powers derived from Section 7 of Article XI of the California Constitution and state law to promote the health, safety, and general welfare of the residents and businesses of the city of Stanton by regulating cannabis within the city’s jurisdictional limits, unless preempted by ~~federal~~ or state law.

5.77.020 Severability.

If any provision of the ordinance codified in this chapter ~~and this chapter~~ is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity will not affect the remaining provisions of the ordinance and chapter, which can be implemented without the invalid provisions, and to this end, the provisions of this ordinance are declared to be severable.

5.77.030 Definitions.

The definitions in this Chapter shall be as defined in Section 5.76.040 of the Municipal Code. All definitions pertaining to cannabis regulation that do not appear in this Section or Section 5.76.040 shall be governed by Business and Professions Code Section 26001, which are hereby incorporated by reference. Additionally, the following definitions apply to this Chapter: ~~Definitions appearing in this chapter are either those that are not covered by state law, predate the Medicinal and Adult Use Cannabis Regulation and Safety Act (California Business and Professions Code, Division 10, Section 26000 et seq.) (“MAUCRSA”), or are outside the scope of Section 26001. When used in this chapter, the following words shall have the meanings ascribed to them:~~

“Applicant” means person applying for a permit under this chapter, including any officer, director, partner, or other duly authorized representative applying on behalf of an entity.

~~“Cannabis” means marijuana and means any or all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not, the seeds thereof, the resin or separated resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include industrial hemp, as defined in Health and Safety Code Section 11018.5, or cannabidiol (CBD) derived from industrial hemp.~~

~~“Cannabis business” means any business or operation that engages in medicinal or adult-use commercial cannabis activity.~~

“Caregiver” or “primary caregiver” has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

“City manager” means the Stanton city manager, or designee.

“Commercial cannabis activity” means possession, manufacture, distribution, processing, storing, laboratory testing, cultivating, compounding, packaging, labeling, transportation, dispensing, research and development, delivery, or sale of cannabis or cannabis products for commercial purposes, whether for profit or nonprofit.

“Commercial cannabis business permit” or “Permit” means a regulatory permit issued by the city of Stanton pursuant to this chapter, to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the city. The initial permit and annual renewal of a commercial cannabis business is made expressly contingent upon the business’s ongoing compliance with all of the requirements of this chapter and any regulations adopted by the city governing the commercial cannabis activity at issue.

“Continual operation” shall mean the Cannabis Business operates continuously and does not have a closure of operations for more than sixty (60) consecutive days, except for closures that result from mandatory government closures, earthquakes, weather, civil unrest, global pandemics, and other factors beyond the business’s control.

~~“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or processing of cannabis.~~

“Manager” means any person(s) designated by a Cannabis Business to act as the representative or agent of the Cannabis Business in managing day-to-day operations with corresponding liabilities and responsibilities, and/or the individual in apparent charge of the permitted premises of the Cannabis Business. Evidence of management includes, but is not limited to, evidence that the individual has the power to direct, supervise, or hire and dismiss employees, control hours of operation, creates policy rules, or purchases supplies.

“Owner” means any of the following:

(a) Any person with an ownership interest of ten percent (10%) or more in the Cannabis Business applying for a Permit pursuant to this Chapter;

(b) The chief executive officer of an entity, including nonprofits;

(c) A member of the board of directors of a for-profit or non-profit entity;

(d) All persons within an entity that have a financial interest of ten percent (10%) or more in the proposed Cannabis Business, including but not limited to:

(1) A general partner of a Cannabis Business that is organized as a partnership;

(2) A non-member manager or managing member of a Cannabis Business that is organized as a limited liability company;

(3) Any person holding a voting interest in a partnership, association, or limited liability company;

(1)—(4) All officers or directors of a Cannabis Business that is organized as a corporation and all shareholders who individually own more than ten percent (10%) of the issued and outstanding stock of the corporation. “Owner” means any of the following:

~~1.—Each person having an ownership interest in the commercial cannabis business other than a security interest, lien, or encumbrance on property that will be used by the commercial cannabis business;~~

~~2.—If the commercial cannabis business is a publicly traded company, the chief executive officer or any person or entity with an aggregate ownership interest of five percent or more; or~~

~~3.1. Each person who participates in the direction, control, or management of, or has a financial interest in, the commercial cannabis business.~~

“Patient” or “qualified patient” shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health and Safety Code Section 11362.22.

“State license” means a permit or license issued by the state of California, or one of its departments or divisions, under MAUCRSA and any subsequent state of California legislation regarding the same to engage in commercial cannabis activity. A state license alone will not authorize the holder to operate a cannabis business, as state law also requires a permit or other authorization issued by a local jurisdiction.

5.77.040 Permit requirement—Maximum number of permits.

A. Permit Required. Except as specifically authorized in this chapter, all commercial cannabis activity is expressly prohibited in the city of Stanton. Any commercial cannabis business seeking to operate within the city must first apply for and be issued a commercial cannabis business permit to operate within the city. It is unlawful for any person to engage in, conduct, or carry on any commercial cannabis business or any commercial cannabis activity within the city of Stanton without a commercial cannabis business permit from the city.

B. Maximum Number of Commercial Cannabis Businesses. The city council may set by resolution the maximum number of each type of commercial cannabis businesses that may be permitted to operate at one time in the city. The city council, in its sole discretion, may amend the maximum number at any time. Nothing in this chapter creates a mandate that the city council must issue any or all of the commercial cannabis business permits.

5.77.050 Authority to enforce chapter.

The city manager has the authority to administer and enforce this chapter. The city manager may adopt supplemental regulations or policies to implement and interpret this chapter.

5.77.060 Service requirements.

Except as otherwise provided, any notice required to be served on an applicant or permittee under this chapter must be completed by either personal delivery or first class mail. Service by mail is deemed complete at the time of deposit in the mail. Any notice issued to an applicant or permittee may be sent to the mailing address as listed on the application submitted to the city. Failure of any applicant or permittee to receive a properly-addressed notice by mail shall not invalidate any action, decision, determination, or proceeding under this chapter

5.77.070 Application procedure.

A. Application Required. Any person seeking to obtain a permit to operate a commercial cannabis business must submit a written application, signed under penalty of perjury, to the city using a form adopted by the city for that purpose.

B. Application Fee and Refundable Deposit. At the time of filing, each applicant must pay:

1. Aa nonrefundable application fee established by resolution of the city council to defray the costs incurred by the city in the application process. The application and fee required under this section shall be in addition to any other license, permit, or fee required by any other section or chapter of this code; and,

4.2. A refundable deposit as established by resolution of the City Council to allow the City access to additional funds, as necessary, to recover administrative fees and costs including but not limited to fees and costs associated with processing an application, processing a permit, and background checks.

B.C. Application Insufficient to Operate. Submission of an application for a permit does not authorize the operation of a commercial cannabis business unless and until such permit has been properly granted by the city.

C.D. Application Contents. The city manager may adopt procedures governing applications for commercial cannabis business permits, including requiring certain information and documentation. At minimum, the application for a commercial cannabis business permit must contain or be accompanied by the following information:

1. The name and address for each commercial cannabis activity business owner and an explanation of the legal form of business ownership (e.g., individual, partnership, corporation, limited liability company, etc.).

2. If the applicant is not a natural person, its operative governing documents and any fictitious business statement.

~~3.1. The proposed address for the commercial cannabis business.~~

4.3. The proposed hours of operation.

5.4. A description of any specific state cannabis license that the business either has obtained or plans to obtain. The business must describe how it will meet the state licensing requirements, and provide supporting documentation as required by the city manager.

5. The proposed address for the commercial cannabis business.

6. The name and address of the owners of the real property where the proposed commercial cannabis business is to be located, including unit or suite number, if applicable. In the event the applicant is not the owner of the property, the application must be accompanied by a notarized letter of intent from the owner of the proposed property for the Cannabis Business demonstrating the property owner's (1) acknowledgement that a Cannabis Business is being proposed as the business for the property; (2) consent for a Cannabis Business to operate at the property if awarded a Permit; and (3) acknowledgement that the property owner accepts any and all risks and liabilities, including but not limited to any Federal law enforcement action, associated with permitting a Cannabis Business to operate at the property~~a copy of the lease and a notarized affidavit from the owner of the property providing consent for a commercial cannabis business to be located on the property.~~

7. Whether the applicant has had any license or permit relating to cannabis denied, suspended, or revoked by any agency, board, city, county, territory or state.

8. Proposed community benefits that will be provided to the City. Such community benefits shall be to offset secondary, nuisance issues related to cannabis and should be provided to improve or further public safety and/or quality of life for Stanton businesses and residents, as may be determined by the City.

~~8-9.~~ Authorization for the city, its agents, and employees to seek verification of the information contained in the application.

~~9-10.~~ The applicant and Each cannabis business owner, as well as each employee who makes or will make operational or management decisions that directly impact the business, must undergo a background check submit electronic fingerprint images (e.g., LiveScan) and related information required by the sheriff's department for the purpose of obtaining information as to the existence and content of a record of state or federal convictions and arrests to be considered as set forth in this chapter. No person may be issued a commercial cannabis business permit unless they have first cleared the background check.

~~10-11.~~ Such other identification and information as the city may reasonably require in order to verify the truth of the matters herein specified and as required to be set forth in the application.

~~11-12.~~ Security Plan. A description and documentation of how the applicant will secure the premises twenty-four hours per day, seven days per week, and how waste derived from any cannabis commercial activity will be disposed of in a manner to ensure it may not be utilized for unlawful purposes. The security plan shall include, but is not limited to, the following:

- a. Confirming that burglar alarms are operational and monitored by a licensed security company at all times and providing contact information for each licensed security company;
- b. Identifying a sufficient number of licensed security personnel who will monitor the interior and exterior of the commercial cannabis business;
- c. Confirming that the licensed security personnel will regularly monitor the parking lot and adjacent exterior of the property to ensure that these areas are free of individuals loitering or causing a disturbance and are cleared of employees and their vehicles one-half hour after closing;
- d. Establishing limited access areas accessible only to authorized personnel including security measures to both deter and prevent unauthorized entrance into areas containing cannabis or cannabis products and theft of cannabis or cannabis products;

- e. Storing all finished cannabis and cannabis products in a secured and locked room, safe, or vault, and in a manner as to prevent diversion, theft, and loss, except for limited amounts of cannabis used for display purposes, samples, immediate sale, if applicable based on the type of business;
- f. Providing tamper-proof and tamper-evident packaging for finished cannabis products;
- g. Preventing off-site impacts to adjoining or near properties; and
- h. Limiting the amount of cash on the premises.

132. For commercial cannabis businesses applying for a permit to operate a delivery service:

- a. Listing of all vehicles and devices to be used for delivery of cannabis or cannabis product within the city, which includes the vehicle's make, model, year, license plate number and vehicle identification number.
- b. Identifying all persons who will deliver cannabis or cannabis product in the city. Such individuals must be at least twenty-one years of age at the time of submittal of the application.

143. An executed release of liability and hold harmless in the form as approved by the City Attorney, which shall include, but not be limited to, the following:

a. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any Permit pursuant to this Chapter or the operation of any property on which a Cannabis Business is located pursuant to this Chapter. Before obtaining a Permit and as a condition to the Permit, the Applicant or its legal representative shall execute an agreement that provides the following, without limitation:

(i) Indemnifying the City from any claims, damages, injuries or liabilities of any kind associated with the operation of the Cannabis Business or the prosecution of the Applicant or Permittee or its Managers or Employees for violation of Federal or State laws;

(ii) Agreeing to defend, at its sole expense and with legal representation selected by the City, any action against the City, its elected officials, agents, officers, and employees in any way related to or in connection with the processing or approval of Permit;

(iii) Agreeing to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to or in connection with the City's approval of a Permit. Agreeing that the City's participation in the defense of any such action shall not relieve the Applicant or Permittee of its obligation hereunder; and,

(iv) Acknowledging that the application, scoring, and potential awarding of a Permit may be subject to challenge by other Applicants based upon the administrative appeal procedure, as set forth in this Chapter. Acknowledging that by nature of the City having administrative appeals, the appeal procedure may necessarily affect the Permittee's licensing process, including, but not limited to, scoring, ranking, and ultimate ability to obtain a Permit, and that the Permittee acknowledges and accepts the risks with accepting a Permit. Further acknowledging that by being selected and qualifying as a top Applicant for a Permit in no way creates any rights in or entitlement to the Permit, which is subject to suspension or revocation as provided in this Chapter.

15. A statement in writing and dated and signed by the person providing the information that he or she certifies under penalty of perjury that all information contained in the application is true and correct

5.77.080 Review of applications—Grounds for denial—Right to appeal—Notice of denial.

A. Investigation. After receipt of an application, City staff shall review applications for completeness of the application requirements and general compliance with the City's Municipal Code, including a preliminary zone check to ensure the proposed location of the Cannabis Business is located in an authorized zone, or any other applicable laws and any adopted resolutions or regulations, and shall reject any application that does not meet such requirements. Rejected applications shall not be scored. Notwithstanding the foregoing, in accordance with this Chapter and any adopted resolutions or regulations, the City may allow Applicants to cure insubstantial defects in a defective application. Upon receipt of a complete and signed written application for a commercial cannabis business permit, the city must conduct an investigation of facts with the appropriate government agencies. This review process must ensure that the proposed commercial cannabis business and the contents and information in the application are consistent with the requirements of this chapter.

A.B. Review Committee Established. Once an application has been deemed complete, the application shall be reviewed, analyzed, and scored by the Cannabis Application Review Committee. The Cannabis Application Evaluation Committee shall be composed of at a minimum three individuals with no pecuniary interest in any application. Other criteria for the Evaluation Committee may be adopted by the City Council via Resolution. Members of a Cannabis Application Evaluation Committee shall be appointed by the City Manager to review and score each application based on the general criteria identified in this Chapter.

C. Review Criteria Established. The city manager must evaluate each application, based upon objective review criteria, on a point system or equivalent quantitative evaluation scale tied to each set of review criteria. After the initial review, ranking, and scoring under the review criteria, the city manager will make a final determination in accordance with this section. The City Manager shall be responsible for developing and proposing objective review criteria, which, at a minimum, demonstrates an applicant's ability to operate safely and in a responsible manner that reflects the community and needs of the City, and demonstrates an applicant's financial longevity and profitability. The objective review criteria shall be submitted to and approved by the City Council through the adoption of a resolution. The specific criteria and weighting (points per criteria) for each Permit type will be determined prior to the commencement of the application period and posted publicly.

1. The following general criteria shall be used to rank applications, including, but not limited to the following:

- a. Previous adult-use retail experience that was subject to state cannabis regulation, or experience in a similarly state-regulated activity (by way of example and not limitation, alcohol sales).
- b. Longevity and profitability in other jurisdictions in which the Applicant operates a Cannabis Business, if applicable.
- c. Community engagement in terms of provision of providing meaningful community benefits.

d. Incorporating social equity into the Cannabis Business, such as, including, without limitation, providing a living wage, collective bargaining rights, comprehensive employee benefits and trainings, hiring practices ensuring promotion of diversity of employees, inclusionary programs which support a diverse work force, and compliance with local, state, and federal employee non-discrimination policies.

2. Each application will be independently scored by the Cannabis Application Review Committee. At any time during the application review process, the City shall have the right, but shall not be required, to verify the accuracy of any portion or all of the information provided in the application, through any reasonable means. The scores awarded by the Cannabis Application Evaluation Committee shall be totaled and averaged for each Applicant. The Applicants shall then be ranked from highest to lowest based on their final averaged scores. The final scores issued by Cannabis Application Evaluation Committee are final.

4.3. The top ranked Applicants that have passed the comprehensive background checks will be reviewed and considered for the issuance of a Permit by the City Manager (in this specific instance, the term "City Manager" does not include their designees and is limited to the individual who is actually appointed as the City Manager). However, nothing herein requires the City to approve any Permits or to approve the maximum number of Permits. The decision of the City Manager is final, unless appealed as set forth in this Chapter.

2.4. Issuance of a Permit under this Chapter is subject to compliance with the California Environmental Quality Act ("CEQA"). Applicants shall be responsible for all costs associated with CEQA compliance, including but not limited to environmental analysis and studies, preparation of the appropriate CEQA documents, and City review time of the environmental document, including but not limited to any attorney review.

B-D. Grounds for Denial. After the completion of the city's investigation, the city manager shall deny the issuance a commercial cannabis business permit if any of the following findings are made:

1. The requirements of this chapter have not been satisfied, including if the applicant failed to submit a complete application or failed to pay the requisite application fee.

2. The applicant, any Owner, or any proposed manager has had any cannabis-related or any other type of business, or professional license or permit denied, suspended, or revoked for cause by any agency, board, city, county, territory, or state.

3. The applicant, any Owner, or any proposed manager has been convicted of a violent felony as defined by California Penal Code Section 667.5, or equivalent offenses in other states.

4. The applicant, any Owner, or any proposed manager has been convicted of a crime involving dishonesty, fraud or deceit, including, but not limited to, fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, or equivalent offenses in other states.

5. The applicant, any Owner, or any proposed manager has been convicted of any felony offense involving the illegal sale, distribution, or possession of a controlled substance, not including cannabis-related offenses.

6. The applicant, any Owner, or any proposed manager has been convicted of any offense involving the abuse (in any manner including physical, sexual, or emotional), neglect, exploitation, or the willful harming or injuring of a child or a minor, including, but not limited to those acts as defined in the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.).

5.7. The applicant, any Owner, or any proposed manager has been convicted of any offense involving human trafficking.

6.8. The applicant, any Owner, or any proposed manager or any Owner has made a false, misleading or fraudulent statement or omission of fact to the city in the application, or in the permit application process.

7.9. The commercial cannabis business does not comply with all applicable state and local laws and regulations, including, but not limited to, health, building and safety, zoning, and fire requirements and standards.

8.10. The applicant, any Owner, or any proposed manager is a natural person under twenty-one years of age.

D. Denial of Application. If the city manager determines that an applicant does not fulfill the requirements as set forth in this chapter, the city manager must deny the application.

E. Right to Appeal. An applicant may appeal the city manager's decision denying an application for a commercial cannabis business permit in accordance with the procedures set forth in this chapter.

F. Notice of Denial. The city must serve the applicant with a written notice of denial. The notice must state the reasons for the denial, the right of the applicant to appeal the decision, and that the city manager's decision is final if no written appeal is timely submitted to and received by the city, pursuant to Section 5.77.130 of this chapter.

5.77.090 Permit issuance.

A. Issuance of a commercial cannabis business permit is conditioned upon the applicant first obtaining all required land use approvals, a city business license, and, if applicable, Orange County fire authority approval. Before issuing any permit, the city manager must determine that all other permits, licenses, and conditions of approval have been met or are in good standing. Issuance of a commercial cannabis business permit does not create a land use entitlement.

B. Community Benefit Agreement. As a condition to being issued a Permit, within forty-five (45) days of being issued a Permit, the Permittee shall enter into a community benefit agreement with the City contractually memorializing the community benefits they shall provide to the City, as noted in their applications, as well as a schedule of implementation. Permittees may provide a greater level of community benefit than noted in their applications; whether the benefit is a "greater level" shall be determined by the City in its sole and absolute discretion. The City also has the discretion to accept an in-lieu fee from a Permittee to satisfy the community benefit requirement. Implementation of such community benefits shall be required within sixty (60) days of being issued a Permit and shall continue throughout the term of the Permit and any renewal thereof. The City shall use any in-lieu fees to improve or further public safety and/or quality of life for Stanton businesses and residents, in its sole and absolute discretion.

Permittee's required implementation of the community benefits shall be required notwithstanding whether a Permittee is operating a cannabis business or not. A Permittee's failure to abide by any of the terms of its community benefit agreement with the City shall constitute grounds for suspension or revocation of the Permit.

C. Zone Clearance. Applicants approved for a Permit shall submit a zone clearance application in accordance with the following procedure:

1. Community Development Director Action. The Community Development Director may issue a zone clearance only after determining that the request complies with all applicable standards and provisions for the category of use in the zoning district of the subject parcel, in compliance with this Zoning Ordinance.
2. All interior and exterior building improvements, including façade improvements, shall be reviewed for substantial conformance with the Permittee's application and proposal. Minor deviations may be approved by the City Manager.
- 4.3. All interior and exterior building improvements, including façade improvements, shall be reviewed for substantial compliance with the findings in the City's site plan and design review chapter of this Code prior to issuance of a zone clearance. The zone clearance for the location does not excuse compliance with any other requirement in the Zoning Ordinance or Building Code and any additional permits required may be obtained after the Permit is issued but before operation.
4. Separate Cannabis Businesses may be located within the same building so long as they have independent suites and the City finds that multiple Cannabis Businesses located in the same building are not detrimental to the health, safety, or welfare of the surrounding neighborhood. The City may impose conditions as deemed reasonably necessary to ensure compliance with the requirements of this Chapter.
- 2-5. A Cannabis Business may be located within multiple buildings so long as the applicant obtains all entitlements and approvals necessary from all state and local agencies. Any other use that is connected to a Cannabis Business shall be ancillary to the retail use. At a minimum, the City will require the buildings to be immediately adjacent to each other and exist on one lot. To ensure compliance with this Chapter, the City may require the applicant to obtain additional entitlements, including, but not limited to a lot tie. In no instance may an applicant occupy multiple buildings and/or lots not in compliance with this Section.

5.77.100 Permit—Validity—Expiration.

- A. A commercial cannabis business permit is valid upon issuance and continues in effect until it expires automatically twelve (12) months after the date of its issuance, ~~unless extended~~ or ~~unless~~ sooner suspended, or revoked under this chapter.
- B. If a Permittee has not opened its respective Cannabis Business and become operational within twelve (12) months of securing City Manager approval of a Permit, all rights to the Permit shall terminate and shall be forfeited. However, in the sole discretion of the City Manager, upon a showing by Permittee of significant and diligent progress towards opening the Cannabis Business (e.g., evidence demonstrating substantial funds invested into the Cannabis Business opening, applications submitted for any necessary licenses or permits, and/or substantial steps taken towards obtaining all necessary approvals), the City Manager may provide one, six-month extension of time to become operational.

The City may also provide up to one, six-month extension of time to become operational if there is an ongoing local emergency or *force majeure* that results in substantial delay in processing any of the necessary approvals for the Permit. For purposes of this chapter, "force majeure" is an unforeseeable circumstance that was outside of the Permittee's

control that the Permittee could not reasonably anticipate, including, without limitation, acts of God, war, pandemics, and strikes. It does not include issues such as, without limitation, problems with financing. The total time of any extension provided pursuant to this subsection shall not exceed a maximum of two years after the City Manager's original approval of the Permit. Failure to receive any extension shall render the Permit expired.

C. Notwithstanding the foregoing, any Permittee that received a Permit in November 2021 shall be required to be operational by May 31, 2023. Failure to become operational by May 31, 2023 shall result in the automatic expiration of the Permit, except that a Permittee may apply for an additional six-month extension due to an ongoing local emergency or *force majeure*, as provided above. For purposes of this section, "operational" means that the business is regularly and consistently open for retail business for a substantial portion of the month (i.e., at least 120 hours a month).

D. Waitlist rule. If any of the issued Permits have expired, terminated or become forfeited as provided in subsections (A), (B), or (C) above, the City has the sole and absolute discretion to consider the next ranked Applicant from the most recent screening application process; however, once the maximum number of Permits has been issued by the City, the waitlist shall expire two years thereafter.

A.E. Nothing herein requires the City to draw from a waitlist; the City has the sole and absolute discretion to forego a waitlist and re-open the application period to accept new applications at any time.

5.77.110 Renewal of cannabis business permits.

A. Renewal Application Deadline. Except for permits that were issued in November 2021, an application for renewal of a commercial cannabis business permit must be filed at least sixty calendar days before the expiration date of the current permit. Failure to submit a renewal application prior to the expiration date of the permit will result in the automatic expiration of the permit on the expiration date. Permittees that were issued permits in November 2021 shall submit their application for renewal by March 31, 2023. Any permittee allowing his or her permit to lapse or expire shall be required to submit a new application and pay the corresponding initial application fees. The City is not required to send a renewal notice to any person subject to the provisions of this Section. Failure to send such notice shall not relieve nor excuse the Cannabis Business from complying with its obligations under this Section.

B. Renewal Application Requirements. A permittee may apply for renewal of a permit by submitting a written application, under penalty of perjury, to the city manager, who must conduct an investigation. The city manager may adopt renewal application forms and procedures for this purpose. The applicant must pay a fee in an amount to be set by the city council to defray the costs of processing the renewal permit application. A permittee submitting a renewal application is required to update the information contained in the original permit application and provide any new or additional information as may be reasonably required by the city manager in order to determine whether the permit should be renewed, including but not limited to documentation evidencing that the Permittee has paid all applicable taxes and fees, including any taxes and fees set forth in Chapter 5.76, and that Permittee has fulfilled its community benefit obligations.

C. Decision on Renewal Application. The city manager must investigate the renewal application and render a decision no later than the date of expiration of the permit.

D. **Renewal.** The city manager must will renew a permit if he or she confirms the permittee has been and remains in current compliance with all conditions of the permit, with all provisions of this chapter, and with all state and local laws applicable to cannabis businesses.

E. **Conditions.** The city manager may impose additional conditions to a renewal permit, if he or she determines it to be reasonably necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare.

E.F. The decision of the City Manager is final, unless appealed as set forth in this Chapter.

5.77.120 Grounds for suspension, revocation, and nonrenewal.

A. The city manager may suspend, revoke, or refuse to renew a commercial cannabis business permit in any of the following circumstances:

1. The city manager makes any findings necessary to deny a permit under Section 5.77.080 of this chapter.
2. Except for permittees that received their permits in November 2021, the commercial cannabis business has not been in regular and continuous operation in the four months before the renewal application is submitted.
3. A permittee failed to comply with the requirements of this chapter or of any regulations adopted pursuant to this chapter, or any term or condition imposed on the permit.

B. **Decision Appealable.** A permittee may appeal the city manager's decision denying a renewal application, or suspending or revoking a permit, in accordance with the procedures set forth in this chapter.

C. **Notice.** The city manager must serve the permittee with a written notice of nonrenewal, suspension, or revocation. The notice must state the reasons for the action, the effective date of the decision, the right of the applicant to appeal the decision, and that the city manager's decision will be final if no written appeal is timely submitted to and received by the city, pursuant to Section 5.77.130 of this chapter. This notice is effective ten calendar days following the date of service of the notice. If an appeal is timely and properly filed in accordance with this chapter, then the effective date of the notice is stayed.

5.77.130 Appeals.

Any appeal right provided for in this chapter must be conducted as set forth in this section.

A. **Submission of Appeal.**

1. An applicant or permittee may appeal the decision of the city manager to a hearing officer to suspend, revoke, or deny, or impose conditions upon a commercial cannabis business permit, by filing with the city clerk a written notice of appeal within fifteen calendar days from the date of service of the notice.
2. The notice of appeal shall be in writing and signed by the person making the appeal, or his or her legal representative, and shall contain the following:
 - a. The name, address, telephone number of the appellant;

- b. A statement of whether the appellant is an applicant or permittee of a commercial cannabis business;
- c. A true and correct copy of the notice of the decision or action issued by the city manager that the appellant is appealing;
- d. A specific statement of the reasons and grounds for making the appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy, the basis of the appeal, and the relief requested; and
- e. All documents or other evidence pertinent to the appeal that the appellant requests the hearing officer to consider at the hearing.

3. At the time of filing the appellant must pay the designated appeal fee, which may be established by resolution of the city council.

4. In the event a written notice of appeal is timely filed, the suspension, revocation, denial, or nonrenewal is not effective until a final order has been rendered and issued by the hearing officer. If no timely, proper appeal is filed in the event of a decision of denial, the permit expires at the conclusion of the term of the permit. If no timely, proper appeal is filed in the event of a suspension or revocation, the suspension or revocation is effective upon the expiration of the period for filing a written notice of appeal.

5. Failure of the applicant or permittee to file a timely and proper appeal, or the requisite fee, is a waiver of the right to appeal the decision of the city manager and a failure to exhaust all administrative remedies. In this event, the city manager's decision is final and binding.

B. Hearing Procedure.

1. Administrative hearing officers must be selected in a manner that avoids the potential for pecuniary or other bias.

2. Upon receipt of the written appeal, the city clerk, in their sole discretion, shall choose the date and set the matter for a hearing before a hearing officer. Once set, the hearing date shall only be continued upon a written showing for good cause by the requestor. For purposes of this subsection, the term "good cause" shall mean the hearing date must be continued due to circumstances outside of the requestor's control. The appeal must be held within a reasonable time after date of filing. The City must notify the appellant of the date, time, and location of the hearing at least ten calendar days before the date of the hearing. The hearing officer will preside over the appeal, hear the matter de novo, and conduct the hearing pursuant to the procedures set forth in this chapter. The city bears the burden of proof to establish the grounds for the suspension, revocation, denial, or nonrenewal by a preponderance of the evidence. The issuance of the city manager's notice of decision constitutes prima facie evidence of grounds for the suspension, revocation, denial, or nonrenewal.

3. Upon selection of a hearing officer and date, the City Clerk will submit to the hearing officer the appellant's appeal and documentation, if any. This shall constitute appellant's written submittal to the hearing officer. The City may submit its own written response to the appeal along with any evidence it wishes the hearing officer to consider, if any, at least three (3) calendar days before the hearing.

2.4. The hearing officer will preside over the appeal in accordance with the rules of this Chapter. The hearing officer conducts their review of the decision to determine whether there was an abuse of discretion. Abuse of discretion is established if the City has not proceeded in

the manner required by law, the decision is not supported by the findings, or the findings are not supported by the evidence. The hearing officer reviews the decision to make sure there is substantial evidence that reasonably supports the decision, is credible, and of solid value. The hearing officer does not substitute their judgment for that of the Evaluation Committee or reweigh the evidence or rescore the application. If the hearing officer determines that there was an abuse of discretion, the decision shall be deemed cancelled.

~~3. The appeal must be held within a reasonable time after date of filing, but in no event later than thirty calendar days from that date. The city must notify the appellant of the date, time, and location of the hearing at least ten calendar days before the date of the hearing.~~

~~5. At the hearing, the appellant may present witnesses and evidence relevant to the decision appealed. Appeal hearings are informal, and the formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. However, rules of privilege are applicable to the extent they are permitted by law; and irrelevant, collateral, and repetitious evidence may be excluded. The hearing shall be conducted as follows:~~

a. No new matter or evidence shall be received or considered by the hearing officer that was not addressed or identified in the appeal unless the appellant can show why such new matter or evidence could not with due diligence have been argued or produced at the time of filing the appeal.

b. Appellant bears the burden of proof to establish that the City abused its discretion by issuing the decision.

a-c. At the hearing, the parties may present argument, witnesses and evidence relevant to the decision appealed. Formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. However, rules of privilege are applicable to the extent they are permitted by law; and irrelevant, collateral, and repetitious evidence may be excluded.

C. Hearing Officer's Decision.

~~1. No later than fifteen (15) calendar days following conclusion of the appeal hearing, and after considering all of the testimony and evidence submitted at the hearing, the hearing officer will determine whether the issuance of the decision constituted an abuse of discretion. No later than fifteen calendar days following conclusion of the appeal hearing, and after considering all of the testimony and evidence submitted at the hearing, the hearing officer will determine if any ground exists for the suspension, revocation, denial, or nonrenewal of the commercial cannabis business permit.~~

~~2. The hearing officer must issue a written decision containing findings and analysis supporting their decision to uphold or reverse the decision, and any other finding that is relevant or necessary to the subject matter of the appeal. If the hearing officer determines that no grounds for the suspension, revocation, denial, or nonrenewal exist, the city manager's notice of decision shall be deemed cancelled.~~

~~3. The decision of the hearing officer is final. The decision must contain the following statement: "The decision of the hearing officer is final. Judicial review of this decision is subject to the time limits set forth in California Code of Civil Procedure Section 1094.6." If the hearing officer determines that one or more of the reasons or grounds enumerated in the city manager's notice of decision exists, the hearing officer must issue a written decision containing a finding and description of each reason or ground to uphold the city manager's decision, and any other finding that is relevant or necessary to the subject matter of the appeal.~~

4. A copy of the hearing officer's decision must be served by first class mail on the appellant. Failure of a person to receive a properly addressed hearing officer's decision does not invalidate any action or proceeding by the city pursuant to this Chapter.~~A written decision must be issued to the appellant.~~

5. ~~The decision of the hearing officer is final. The decision must contain the following statement: "The decision of the hearing officer is final. Judicial review of this decision is subject to the time limits set forth in California Code of Civil Procedure Section 1094.6."~~

6. ~~A copy of the hearing officer's decision must be served by first class mail on the appellant. Failure of a person to receive a properly addressed hearing officer's decision does not invalidate any action or proceeding by the city pursuant to this chapter.~~

5.77.150 Transfer or Assignment of cannabis business permit.

A. A commercial cannabis business permit issued under this chapter is valid only as to the permittee and approved location,~~and is therefore nontransferable to other persons or locations.~~

B. Multiple operating locations for the same cannabis business require separate permits.

C. No cannabis business permit may be sold, transferred, or assigned by a permittee, or by operation of law, to any other person or entity, except as provided in this Chapter. Any such sale, transfer, or assignment, or attempted sale, transfer, or assignment is deemed to constitute a voluntary surrender of such permit and such permit shall ~~is~~ thereafter be null and void.

D. The assignment of or attempt to assign any Permit issued pursuant to this Chapter is unlawful until a Permittee has been in continual operation for four years, and any such assignment or attempt to assign a Permit before that time shall render the Permit null and void, unless approved by the City Manager, or by variance as outlined in subsections (E) and (F) below. Assignment shall be defined as a cumulative sale or transfer of fifty-one percent or more equity interest in the permitted entity. For permissible transfers of ownership before or during the four-year period, the Owners shall maintain a comparable level of cannabis experience as conveyed in the Permittee's application. The City Manager shall review changes in the level of the Owners' cannabis experience, and may approve the changes. After the four years of continual operation, assignment is permitted; provided however that any such assignment that exceeds ninety percent of interest in the permitted entity shall require review by the City Manager to ensure maintenance of the same standard of operation.

E. Assignments prior to compliance with the required four years of continual operation may be approved by the City Manager in the event of the death, disability, marriage, divorce, or domestic partnership of one of the Owners named on the Permittee's application. The City Manager shall review these requested assignments to ensure maintenance of the same standard of operation, and may approve the changes.

F. Variance Process. Notwithstanding the above, a Permittee may apply to the Planning Department for approval of a prohibited assignment not to exceed a cumulative assignment or transfer of up to eighty-five percent of interest in the Permit for the first two years of continual operation, and one hundred percent cumulative assignment or transfer after two years of continual operation, or as otherwise allowed by this Chapter. Following a public hearing on the proposed assignment or transfer, the City Manager may approve the request if it finds that:

1. The same standard of business operation will be maintained;

2. The ownership shall maintain a comparable level of cannabis experience as conveyed in the Permittee's application;
3. The assignment would promote the public interest and maintain the integrity of the City's Commercial Cannabis Permit application scoring and licensing process; and
4. The findings that supported issuance of the Permit can still be made, including requiring any new Owner to pass the comprehensive background check as set forth in this Chapter.

G. The decisions of the City Manager are final.

H. Merger or Consolidation with Publicly Traded Companies. With the understanding that publicly traded companies have notably different regulations, operational structure, and ownership structure, compared to privately held companies, the merger into, consolidation with, or transfer of ownership to a publicly traded company shall not be considered a prohibited assignment of a Permit under this section as long as the following conditions are met.

1. At the time the merger, consolidation, or transfer occurs, the Permit Owners listed on the Permit or application, whichever is most recent ("Permit Owners"), prior to the merger, consolidation, or transfer shall be required to hold at least three and one-half percent of the shares of the publicly traded company.
2. The Permit Owners prior to the merger, consolidation, or transfer shall be substantially involved in the operations of the company for the first four years of continual operation, unless authorized through the variance process above.
3. At the time the merger, consolidation, or transfer occurs, at least one of the Permit Owners prior to the merger, consolidation, or transfer shall hold a seat on the board of directors of the publicly traded company. If that board member steps down or is no longer a member of the board of directors, the company shall notify the City Manager of this change, and to the extent possible, one of the other Permit Owners prior to the merger, consolidation, or transfer shall be appointed to the board of directors.
4. After merger, consolidation, or transfer, the Cannabis Business shall continue to adhere to the business plan, security plan, and design concept sections included in the applicable application for the Permit.
5. After merger, consolidation, or transfer, the branding of the Cannabis Business, including the name of the business as it operates in the City, shall be required to be the same as identified in the applicable application for the Permit. At no time, unless after four years of continual operation, unless approved by City Manager, shall the branding, including the name of the Cannabis Business, be allowed to deviate from what was identified in the application for the Permit
6. Documentation of the satisfaction of the above-referenced conditions shall be provided to the City when the change occurs. If the change occurs prior to the issuance of a Permit, documentation of the satisfaction of the above-referenced conditions shall be provided at the time a Permit is applied for.
7. No Permittee shall operate, conduct, manage, engage in, or carry on a Cannabis Business under any name other than the name of the Cannabis Business specified

in the permit and/or any "doing business as" or "DBA" provided in the permit application, unless specified in this Chapter.

A.—I. All assignments under this Section shall be subject to a non-refundable assignment fee adopted by the City Council by resolution. The fee shall be sufficient to defray the costs incurred by the City for the application and reviewing process.

J. The City may approve the transfer of a Cannabis Business to another location in the City as long as the locational and zoning requirements of this Chapter and State law are met, and the new location meets or exceeds the standards and operational characteristics of the current location. The City Manager may approve or deny requests to transfer the Permit to another location, which decision shall be final, subject to a right to appeal as provided in this chapter.

5.77.160 Fees.

The city council may establish by resolution, and from time to time may amend, the fees for the administration of this chapter, including, but not limited to, original application, renewal application, ~~and inspection fees,~~ assignment fees, and appeal fees. Fees required by this chapter are in addition to any other fees that may be required under any other section, provision, or chapter of this code. No person may commence or continue any commercial cannabis activity in the city without timely paying in full all fees and charges required for the operation of a commercial cannabis activity. The amount of any fee, cost or charge imposed pursuant to this chapter is a debt to the city of Stanton that may be recovered by any means authorized by law.

5.77.170 General operating requirements.

All commercial cannabis businesses in the city must operate in conformance with the following general operating requirements:

A. Hours of Operation. Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the city.

B. Restriction on Consumption. No person may consume, or permit others to consume, any cannabis on the premises of any commercial cannabis business.

C. Minors. A commercial cannabis business may not sell cannabis or cannabis products to persons under twenty-one years of age, allow any person under twenty-one years of age on its premises, or employ or retain persons under twenty-one years of age. Despite the prior provision, a commercial cannabis business holding a state license for commercial cannabis activity involving medicinal cannabis may allow on the premises and sell cannabis or cannabis products to any person eighteen years of age or older who possesses a valid government-issued identification card, and either a valid county-issued identification card under Section 11362.712 of the Health and Safety Code or a valid physician's recommendation for himself or herself or for a person for whom he or she is a primary caregiver.

D. Alcohol and Tobacco Sales. A commercial cannabis business may not sell alcoholic beverages or tobacco products on or at any premises permitted under this chapter.

E. Distance Requirements. A premises permitted under this division may not be located within a six-hundred-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the permit is issued, or within a four-hundred-foot radius of a property zoned residential.

F. Outdoor Cultivation. A permittee may not cultivate cannabis outdoors. No permit may be issued pursuant to this chapter for outdoor commercial cannabis cultivation.

G. Display and Storage. No cannabis, cannabis products, or graphics depicting cannabis or cannabis products may be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted.

H. Tracking of Product and of Gross Sales. Each commercial cannabis business must implement a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business, including such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed reasonably necessary by the city. Each commercial cannabis business must ensure that such information is compatible with the city's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the ~~city manager~~city's consultant before being used by the permittee.

I. Compliance with State Laws and Regulations. All cannabis and cannabis products sold, distributed, or manufactured must be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations.

J. Emergency Contact. Each commercial cannabis business shall provide the city manager or designee(s) with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

K. Security Measures. All cannabis businesses shall maintain a commercial burglar alarm monitoring system, and install a video surveillance system, as approved by police services, which shall continuously surveil the immediate exterior of the site as well as all areas of the interior (excepting the restroom(s)), including all locations where points of sale occur, twenty-four (24) hours. Footage from such surveillance shall be retained for at least forty-five (45) days.

L. Security Breach. A cannabis business shall notify the Orange County sheriff's department as soon as possible, and no later than ~~within~~ twenty-four hours, after discovering any of the following:

1. Diversion, theft, loss, or any criminal activity involving the cannabis or cannabis product or any agent or employee of the permittee;
2. The loss or unauthorized alteration of records related to cannabis or cannabis product, registered qualifying patients, primary caregivers or employees or agents;
3. Significant discrepancies identified during inventory; or
4. Any other material breach of security.

M. Background Checks.

1. Employees. Prior to hiring, all potential employees must submit to a comprehensive background check by Permittee. Permittee must ensure that each potential employee meets the requirements of Section 5.77.080(D). For each potential employee, before beginning employment, Permittee must submit a sworn affidavit attesting (1) that a comprehensive background check was conducted in conformance with this Chapter and (2) the potential employee is in compliance with Section 5.77.080(D).

2. Owner and Manager. Prior to the addition of a new or additional Manager or Owner (when permitted by this Chapter), Permittee must conduct a comprehensive background check demonstrating compliance with the requirements of Section 5.77.080(D). For each new or additional potential Manager and Owner, Permittee must submit the results of the comprehensive background check to the City. The City will have twenty-one (21) days to review and approve the background check for compliance with this Chapter.

M.N. Odor Control. Odors must be contained on the property on which the commercial cannabis activity is located. If the city receives any odor complaints, the cannabis business is required to cooperate with the city to correct odor concerns. This may include, without limitation, paying for a third party consultant, as selected by the City, to measure the level of odor at the business and/or make findings and/or a plan on how to address such odor issues. The city may require, among other things, installation of odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility if reasonably necessary. Unresolved or repeated odor complaints may be basis for suspension, revocation, denial, or nonrenewal of a permit.

N.O. Display of Permit and City Business License. Each business must maintain a business license from the city. The original copy of the commercial cannabis business permit issued by the city pursuant to this chapter and the city-issued business license must be prominently displayed inside the commercial cannabis business in a location readily-visible to the public.

O.P. Records and Recordkeeping. Each business must maintain for a minimum of three years a written accounting or ledger of all cash, receipts, credit card transactions, and reimbursements (including any in-kind contributions), as well as records of all operational expenditures and costs incurred by the permittee, in accordance with generally accepted accounting practices and standards typically applicable to business records, which shall be made available to the city during business hours for inspection as provided for in this chapter.

Q. Other Permits and Approvals. Before the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate.

1. All applications submitted to the City for any entitlements required under this Chapter shall be, at a minimum, in substantial compliance with the application for a Permit, its contents, and any attachments thereto. The City Manager, in their sole discretion, may grant an exception to the substantial compliance standard if it can be shown by the applicant why there is good cause to grant the exception. For purposes of this subsection, the term "good cause" shall mean the hearing date must be continued due to circumstances outside of the requestor's control. The City may obtain all information and documentation from the applicant necessary to determine whether good cause exists.

P.R. Changes to Premises. Permittee shall not make a physical change, alteration, or modification of the permitted premises without the prior written approval of the City. If a permitted premises is to be changed, modified, or altered, the Permittee is responsible for applying for and securing all necessary City approvals, project plan approvals, and permits.

Q.S. Insurance. Maintain commercial general liability insurance, at coverage limits and with conditions thereon determined reasonably necessary by the city manager.

R.T. Indemnity. By accepting the permit, each permittee agrees to indemnify, defend (at permittee's sole cost and expense), and hold the city of Stanton, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities, or losses that arise out of, or which are in any way related to, the city's issuance of the commercial cannabis business permit, the city's decision to approve the operation of the commercial cannabis business or activity, the process used by the city in making its decision, or the alleged violation of any federal, state, or local laws by the commercial cannabis business or any of its officers, employees, or agents.

U. Changes to Application Information. If, during the term of a permit, the permittee proposes any change in information submitted on the original or renewal application, the permittee must notify the city in writing of any such proposed change, and same must be approved by the city manager before the change takes place. This includes, without limitation, any change to the people or vehicles used for a delivery service and any change to the security plan.

V. Marketing and Advertising.

1. All advertisements and marketing, including off-site advertising signs, on-premises signs, labels, and billboards by Permittee shall comply with this Chapter and any regulations implemented by the State or any of its divisions or departments, and California Business and Professions Code Chapter 15 of Division 10, as may be amended from time to time.

4.2. Advertisements and marketing may not be designed to appeal to children or encourage children to consume cannabis goods, contain any false or misleading statements, or make any misrepresentations.

S.W. Additional Operating Requirements. The city manager may impose additional operational requirements upon any permit as determined to be reasonably necessary to protect the public health, safety, and welfare of the community.

5.77.180 Specific operating requirements.

A. Storefront Retailers. Each storefront retailer in the city must operate in conformance with the following operating requirements:

1. Entrances into a storefront retailer must be locked with entry strictly controlled. Sally port doors with automated locking systems must be used to separate the reception area from the retail area.
2. Uniformed licensed security personnel must be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the county sheriff.
3. All cultivation, manufacturing, distribution, and retail activities performed by a permittee under a Type 12-microbusiness state license shall occur on the same permitted premises. areas of the premises for manufacturing and cultivation shall be separated from the distribution and retail areas by a wall and all doors between the areas shall remain closed when not in use.

B. Delivery Retailers. All delivery retailers in the city must operate in conformance with the following operating requirements:

1. Any person who delivers cannabis to a customer must have in possession a copy of the permit, which must be made available upon request to law enforcement.

2. Delivery vehicles may not advertise any activity related to cannabis nor may they advertise the name of the permittee.

3. All orders to be delivered shall be packaged by the names of the customer.

4. The Permittee shall maintain a current list of all vehicles and devices to be used for delivery of cannabis or cannabis product within the city, which includes the vehicle's make, model, year, license plate number and vehicle identification number. This list shall be available for City inspection upon request.

3.5. The Permittee shall maintain a current log of all persons who deliver cannabis or cannabis products in the city. This log shall be available for City inspection upon request.

C. Cultivation Facilities. Each cultivation facility in the city must operate in conformance with the following operating requirements:

1. Outdoor commercial cultivation is prohibited;
2. Cannabis plants may not be visible from a public or private road, sidewalk, park, any common public viewing area, or adjacent private property.

5.77.190 Permittee responsibility.

It is the responsibility of the permittees to ensure that a commercial cannabis business complies with all applicable state and locals laws, and any regulations promulgated thereunder, at all times. In construing and enforcing this chapter and any regulations promulgated under this chapter, the act, omission, or failure of an agent, officer, representative, or other person acting for or employed by a permittee, within the scope of his or her employment or office, shall in every case be deemed the act, omission, or failure of the permittee.

5.77.195 Discourage Illegal, Criminal, or Nuisance Activities.

A. For purposes of this Section, "illegal, criminal, or nuisance activities" includes, but is not limited to, disturbances of the peace, public intoxication, drinking alcoholic beverages in public or on the site of the permitted premises, smoking or ingesting cannabis goods in public or on the site of the permitted premises, illegal drug activity, vandalism, obstruction of the operation of a another business, harassment of passersby, gambling, prostitution, public urination, lewd conduct, drug trafficking, excessive loud noise, litter, or any other behavior that adversely affects or detracts from the quality of life for adjoining residents, property owners, or businesses.

B. Every Permittee shall take reasonable steps to discourage persons on the site of the Cannabis Business, and within any parking areas under the control of the Permittee, from engaging in illegal, criminal, or nuisance activities.

C. Property maintenance. The Cannabis Business site, building, premises, and all associated parking areas, including the adjacent area under the control of the Permittee and any sidewalk or alley, shall be maintained in an attractive condition and shall be kept free of obstruction, trash, litter, and debris.

D. Graffiti. Permittee shall remove graffiti from the premises within forty-eight (48) hours of its occurrence.

A.E. Nuisances. Commercial cannabis activity shall not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, smoke, vibration, or other negative impacts,

and shall not be hazardous due to use or storage of materials, processes, products, chemicals, or wastes. Commercial Cannabis Activity shall not adversely affect health, safety, or welfare of any persons engaged in the operation of the Cannabis Business.

5.77.200 Inspection and enforcement.

A. Violations Unlawful. It is unlawful and declared a public nuisance for any person to operate, conduct, or maintain a commercial cannabis business contrary to the provisions of this chapter.

B. Right of Entry. Personnel of the city's public safety department, community development department and administrative services and finance department or other agents or employees of the City, as well as the ~~sheriff's police~~ department and ~~fire D~~department ("Inspecting Authorities"), have the right to enter the location of all interior and exterior portions of any commercial cannabis business, and all rooms, buildings, structures, and portions thereof, during regular business hours, for the purpose of making reasonable unscheduled inspections to verify and enforce compliance with this chapter and to ensure that the business is safe, clean, sanitary, and in good repair. These Inspecting Authorities shall also have unimpeded access to inspect all on-site locations, records, reports, documents, points of sale, product, surveillance footage, and any other access deemed necessary to ensure compliance with this Chapter.

C. Interference with Inspection. It is unlawful for any person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection and, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this chapter or under state or local law. Failure to cooperate with or refuse an inspection is subject to suspension, revocation, or nonrenewal of a permit. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this chapter.

D. Criminal Penalties. Any person who violates any provision of this chapter is guilty of a misdemeanor punishable by a fine of up to one thousand dollars, or by imprisonment in the County Jail not exceeding six months, or by both such fine and imprisonment, except the city attorney may prosecute a violation of this chapter as an infraction, in his or her discretion, subject to the penalties in Chapter 1.10 of this code.

E. Administrative Citations. Administrative citations may be issued for violations of the provisions of this chapter, as set forth in Chapter 1.12 of this code; provided, however, that each violation is punishable by a fine of one thousand dollars.

F. Civil or Equitable Enforcement. The city attorney may bring a civil or equitable action, at his or her discretion, to seek the abatement of any violation of this code.

G. Aiding, Abetting, and Omissions. Whenever in this chapter any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.

H. Ongoing Violations. Each and every day a violation is maintained, caused, aided, abetted, concealed, suffered, or permitted is a separate offense.

I. Remedies Cumulative. The remedies, procedures, and penalties provided by this chapter are cumulative to each other and to any other available under city, state, or federal law.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 22, 2022

SUBJECT: PURCHASING POLICY AND PROCEDURES

REPORT IN BRIEF:

The City's Purchasing Policy and Procedures (Policy) were last updated in 2018. Pursuant to the Stanton Municipal Code, the Policy establishes guidelines surrounding the purchase and procurement of supplies, services, and equipment on behalf of the City. The City Council will consider updates to the Policy.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide direction to staff on desired updates to the Policy.

BACKGROUND:

The City Council last updated the City's purchasing ordinance and policies in 2018. The update increased the City's existing local vendor preference as follows:

2.56.75 Local Vendor Preference

Local vendors are granted a two percent differential in lieu of sales and transactions tax loss for the purchase of materials, supplies, equipment and personal property. Prices, fitness, quality, delivery and service being equal, preference will be given to the local vendor, in the purchase of supplies and equipment, as provided for in a purchasing policy adopted by the city council by resolution. Local vendor preference shall not be granted for contracts involving public works, personal, professional, and consultant services, or as otherwise prohibited by law. For the purposes of this section, "local vendor" means a business having its principal place of operation within the jurisdictional boundaries of the city and a valid business license. For purposes of this chapter,

when the city considers a local vendor's bid in connection with the purchase of supplies and equipment, the local vendor's bid shall be the bid amount after the applicable percent differential is applied.

ANALYSIS AND JUSTIFICATION:

The City's Municipal Code states the purpose of the purchasing system as follows:

In order to establish efficient procedures for the purchase of supplies and equipment, to secure for the city supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure quality of purchases, a purchasing system is hereby adopted.

In addition, the City Manager as the Purchasing Officer is charged to

- Keep informed of current developments in the field of purchasing, prices, market conditions and new products; and
- Prescribe and maintain such forms as are reasonably necessary to the operation of this chapter and any other rules and regulations.

As such, staff has reviewed the existing Policy and prepared proposed updates for the Council's consideration.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this item is not subject to 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).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

Reviewed by the City Attorney.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. 4 – Ensure fiscal stability and efficiency in governance.

Obj. 6 – Maintain and promote a responsive, high quality and transparent government.

Prepared by: Hannah Shin-Heydorn, City Manager